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The Solicitors' Journal.

LONDON, MAY 5, 1866.

WE SOME TIME SINCE called attention to the lengthy litigation which had occurred in the case of *McIntosh* v. *The Great Western Railway Company*, and pointed out that it would probably engross a considerable portion of the time of the Lord Chancellor before the coming long vacation. We are informed that, after twenty years of contest, it has come to an end by a compromise having been effected between the litigants. Mr. McIntosh, a descendant of the original plaintiff, has, it is understood, agreed to accept the sum of £120,000, or thereabouts, in liquidation of the claim made in the suit, and thus the Courts are relieved from a cause which has occupied them so frequently and so long.

THE LATE CONTEST for the representation of Helston has given rise to a claim on the part of the returning officer, which, whether legal or not, we believe to be without precedent. It appears that at the close of the poll the numbers were—

Mr. Brett, Q.C.	153
Mr. Campbell	153

whereupon the mayor, who had already voted for Campbell, claimed to give the casting vote; and, notwithstanding a formal protest on behalf of Mr. Brett, he persisted in such claim, and, having done so, declared Mr. Campbell duly elected.

Did this gentleman ever hear of a "double return?" And can he tell how a double return could ever be necessary if the returning officer, after having voted as an elector, were to be at liberty to give a second vote as returning officer?

We believe, without desiring to prejudge the result of the scrutiny which must, at any rate, have ensued in this case, that it will be found that the law in England and Scotland is that the returning officer, if otherwise qualified, may vote as an ordinary elector, but must, in case of equality, make a double return without attempting to give a casting vote; while in Ireland, where the returning officer undoubtedly has a casting vote *ex officio*, he is expressly forbidden to take any part in the election even though he should be, as of course he generally is a voter on the register. No doubt returning officers occasionally violate the law in this respect, but the circumstances seldom arise in which the question is sufficiently important to require comment. When such circumstances do arise, as in this case, it is to be hoped, that the proper means will be taken to vindicate the supremacy of the law over the exigencies of party. The case of *Ashby* v. *White* has an abiding significance.

WE ARE GLAD to learn that the Provincial Newspaper Society, at its annual meeting, held on May 2nd, resolved to take action upon the law of libel, and, if necessary, to seek an interview with the law officers of the Crown upon the subject. There can be no dispute that the law as at present administered inflicts serious injury upon the proprietors of newspapers in many instances, and some alteration would appear to be needed to make it less unjust in its action. We should rejoice to hear that metropolitan proprietors of newspapers had followed the example of their provincial brethren.

TO ANY MEMBER of either branch of the legal profession who has had experience of those Parliamentary committees whose function is to decide upon the validity or invalidity of elections of members to serve in Parliament, it must be painful to reflect upon the character of the testimony which day after day is unblushingly given. In courts of justice the rule undoubtedly is that witnesses are not altogether oblivious of the solemn obligations of the oath which is administered to them as witnesses. For some unaccountable reason, unless, indeed, it be the proverbial leniency of honourable members, witnesses are called before committees of the Legislature in a state alike discreditable to themselves, and damaging to the case which their evidence is called to support. Numerous instances might be adduced, but the recent example of the Maidstone election petition may be referred to "to point a moral," though it cannot "adorn a tale." Witness after witness appeared in a state of bestial intoxication; and to such an extent was this carried, that one of the learned counsel engaged, when a sober witness came forward, said it was quite a relief after the exhibitions which the committee had been forced to put up with. One man, after refreshing his memory by referring to a document, was requested by the chairman to hand it to the cross-examining counsel, which he positively refused to do, and had the effrontery to tear it into shreds and lay the fragments on the table, with the impudent observation that "they might have them if they liked." If ever a man merited being made an example of, and committed to the tender mercies of the sergeant-at-arms, this witness assuredly did. Mr. Price, Q.C., who had called him, came to his aid, and whilst condemning, as every gentleman must, such conduct, offered to withdraw the witness's evidence altogether, which mode of escape the chairman allowed him, with, however, a solemn caution, which, it is to be hoped, will not be without effect.

But this, it is lamentable to be obliged to add, is not the worst feature of election committees. It must also be admitted that untruthfulness is by far too leading a feature of the evidence usually tendered. To draw an illustration from the same petition we need only refer our readers to the evidence of Chambers, the blacksmith, which the committee expressly found to have been a case of glaring perjury; but even without so strong an instance as this, scarcely a single petition has been tried this session in which there has not been the most contradictory evidence offered; and though we are not inclined always to believe the sitting members, rather than the petitioner's witnesses, we do not wish this decision to be supposed to refer to the Maidstone case, where the witness will, in all probability, soon find himself an object of interest with the Attorney-General.

That something should be done to check the tendency to give untruthful evidence in election committee rooms, must be abundantly evident to all who are concerned—members of committees, counsel, and solicitors. Probably nothing would be more effectual than stern action in one or two cases, proving that perjury cannot be committed with impunity. The evil is an increasing one, and a speedy and effectual remedy should be applied; for anything more demoralizing, or calculated in a greater degree to bring into disrepute a lawfully constitued tribunal, cannot well be conceived.

At the same time it must be recollected that no conviction for perjury can be obtained in a mere case of oath against oath, however credible the one witness and doubtful the other.

IT IS CURIOUS to see how the Courts are occasionally called upon to interpret the meaning of words and expressions in Acts of Parliament, the construction of which, it might have been thought, must have been long

ago finally settled and determined. Last year the House of Lords, with the aid of the common law judges, and after elaborate argument, decided the question whether a public body, such as the Mersey Docks and Harbour Board, is or not liable to be rated to the relief of the poor as "occupiers" within the meaning of an Act passed in the reign of Queen Elizabeth. A rather singular instance of the same kind has just occurred.

One would certainly have thought that the sense in which the word "creditor" is used, in the Bankruptcy Act of 1849, must have been by this time completely ascertained. And yet the Lords Justices have, within the last few days (*Re Poland*, 14 W. R. 599), been called upon to determine the meaning of that word. The difficulty arose thus:—A bankrupt, named Poland, who had not passed his final examination, had obtained from the Court of Bankruptcy an order of protection from arrest, under sec. 112 of the Act of 1849. This section enacts that a bankrupt, who obtains such protection, shall be free from arrest or imprisonment "by any creditor." Mr. Poland, under these circumstances, contracted a debt with one Phillips for goods sold and delivered. Phillips obtained a judgment against him, and afterwards arrested him on a writ of *ca. sa.*, upon that judgment. Poland insisted that he was improperly arrested, and applied to a common law judge at Chambers for his discharge. This application was refused, and a rule was then obtained to show cause why he should not be discharged. This rule was argued before the Court of Common Pleas, and that Court unanimously decided that the bankrupt was not entitled to his discharge. He then applied to the Lord Chancellor for a writ of *habeas corpus*, which was granted, and made returnable before the Lords Justices. The question was fully discussed before their Lordships, and they agreed in thinking that the Court of Common Pleas was right, and refused the bankrupt's application with costs. It was argued on the one side that the word "creditor" in the section in question, must mean "any person to whom the bankrupt owed money;" on the other side, that the word was confined to a creditor whose debt was proveable under the bankruptcy. Of course a debt contracted after the commencement of the bankruptcy proceedings would not be proveable under that bankruptcy; and a creditor whose debt was so contracted would not, if the meaning of the word "creditor" were restricted in the manner suggested, be prevented by the protection order from arresting the bankrupt. The Lords Justices held that the word "creditor" ought to be so restricted in its meaning, and, had they came to any other conclusion, the consequences would have been very startling.

Till a bankrupt has obtained his order of discharge he has no property; everything he acquires goes to his assignees. If, therefore, he, while in that condition, incurs fresh debts, what remedy have the persons to whom he owes those debts? None whatever, if they have not the power of arresting him. And if the bankrupt had only, prior to his bankruptcy, so misconducted himself as to have disentitled himself to any order of discharge at all, he might live the rest of his life in complete immunity, whatever debts he might choose to contract. If this were really the state of the law, the sooner it were altered the better; but it cannot be presumed that the Legislature ever intended to make such an absurd enactment.

It would be strange if this question had never occurred before, unless it be supposed that it had always hitherto been thought a point too clear for argument. Seeing, however, that the plainest points are often thought worthy of elaborate argument, such a supposition would not accord with experience. But in truth the point in question arose more than ten years ago in a case of *Grave* v. *Bishop*, 25 L. J. Ex. 58, and was decided in the same way as in Poland's case. It was then argued that the statute spoke of arrest, or imprisonment by *any creditor*, and that the word must have its most extended meaning; and the late Baron Alderson thereupon very pertinently observed, "that according to this argument the greatest boon the Commissioners could confer upon a bankrupt would be to suspend his certificate for twenty years, and grant him protection in the meantime." Of course Mr. Poland's counsel endeavoured to show that there were special circumstances in *Grave* v. *Bishop*, such as would prevent its operating as a governing authority. The only difference, however, between the two cases seems to be, that in the former case the certificate was actually suspended (probably on account of the bankrupt's misconduct), and that in the latter, the bankrupt not having passed his final examination, the question of his order of discharge had not yet arisen. But this does not appear to us in any way to bear upon the principle common to both cases, viz., that a creditor ought not to be deprived of his remedies, unless it is quite clear that the Legislature has intended so to deprive him. A bankrupt is compelled to give up all his property for the benefit of those creditors whose debts are proveable under the bankruptcy; and, in consideration of that benefit, the Legislature may reasonably deprive those creditors of the power of arresting the bankrupt. But it would be hard indeed, if creditors, incapable of deriving any benefit under the bankruptcy, were compelled to part with the only remedy left to them for enforcing their just claims. It would have been a subject for deep regret had the Courts adopted that construction of the Statute which was pressed upon them on behalf of Mr. Poland.

MR. MANNERS SUTTON has been appointed Governor of Victoria, in the place of Sir Charles Darling recalled.

AS THERE IS NO RULE without an exception we ought not to be surprised that the police are excepted from the old custom well known as "the rule of the road," which requires that persons on foot meeting each other should pass on the left hand. In actual experience it may frequently be observed that policemen usually walk on the "wrong side" of the footway, and their slow progress rather assists in impeding locomotion; but we were not aware that this was in pursuance of express instructions, but charitably imagined that it arose either from insouciance or from want of knowledge of the custom alluded to.

These remarks arise out of the evidence given by police constable Flanagan in *Dr. De Meschin's case*, noticed by us last week.* We write with no idea of extenuating the conduct of that gentleman, who appears, to say the least of it, to have been very unreasonable and absurd; but we desire to call attention to another, slight though it may appear, of the systematic encroachments of the police on the rights of the public.

The constable, when examined as to which side of the footpath he was walking on, said that "his instructions were at night to walk against the wall, and in the daytime to walk near the kerbstone." The guardians of the peace are therefore to act in such a way as may bring them into collision with the first precise individual they meet who may choose to insist on having his whole rights. For instance, it seems probable the assault before referred to would never have taken place had the constable not been on the wrong side of the way. No doubt a reasonable man would have moved out of the way, but that only shows that neither constable nor barrister were in this case reasonable men; it does not alter the fact of the disregard by the policeman of a rule generally considered binding on the public. In Manchester, where rapidity of locomotion is important, one sees conspicuous notices posted up for the regulation of the foot-passenger traffic, and we believe the police in that city adhere themselves to the rule they impose on others. In London "the rule of the road" is well known, but the police ignore it in such a manner as is constantly calculated to provoke a breach of the peace, and without doubt actually impedes traffic. The instructions to the police may be amended with advantage, but from the arbitrary bureaucracy which at

* 10 Sol. Jour. 601.

present controls this force nothing can be hoped except under the pressure of a clamorous manifestation of popular indignation.

WE ARE REQUESTED TO STATE that Mr. Coleridge, Q.C., M.P., has no intention whatever of abandoning law for politics. His recent resignation of the Recordership of Portsmouth took place from other than political considerations, and had been determined on by him long before he became a member of the House of Commons. We gave currency to the rumour on the faith of an announcement in a contemporary usually supposed to be in the secrets of the political party to which the honourable and learned gentleman belongs. We are happy to have authority, stated to us to emanate from himself, for contradicting it.

LORD ST. LEONARDS' SALES OF LAND BY AUCTION BILL.

This Bill passed the House of Lords on Tuesday last, and seems therefore in a fair way to become law. We fully concur with the sentiments generally expressed by the Law Lords with reference to the importance of the subject, and the necessity of legislative interposition to harmonise the doctrines maintained on this point in the supreme courts of Law and Equity.

Two objections have been taken to the proposed measure. One, which was proposed by Lord Chelmsford on the 2nd reading, that it exempted sales under the Court of Chancery from its provisions; the other, which was taken by the Master of the Rolls, on Tuesday last, that it only applied to sales of land.

With reference to both of these objections, we are ready to admit that if it were reasonably practicable it would be theoretically much better to have all auctions regarded by one uniform set of rules. True, the aversion which has been pretty generally expressed against what has been termed picemeal legislation is oftentimes founded more on fancy and prejudice than on solid reason; but on the other hand, where the course of legislation tends to create uncertainty, unnecessary complexity or incompactness, or if these evils be already existing, does not aim at removing them, we think it can neither be dictated by wisdom nor followed by advantage. The defence, however, which is offered in the present case, is certainly of some weight. With respect to the first point, it is said that the sole object of the bill is to prevent frauds at auctions, and that it must be presumed that this object will be effectually cared for by the Court which orders these sales, whose hands therefore ought to be as unfettered as possible. On the second point it is replied that the law respecting land already differs in so many points from that of personal chattels, that any attempt at assimilation of isolated provisions of this sort is mere pedantry, without any countervailing advantage.

Without attempting to settle this controversy, we may say that the bill in question seems to us amply to deserve the approbation it has received, and we trust that no obstruction will be offered to its progress through the House of Commons, and that it may duly become operative on the 1st of August, 1866.

It commences with a definition of the words "lands" and "auctioneer." The first word is to mean *any interest* in any messuages, hereditaments, or tenements of any tenure. It will therefore include leaseholds. The word auctioneer is to mean any person who sells "land" by auction, so that a person need not be a professional auctioneer to come within this Act. As originally introduced it contained a definition of the word "puffer," but this word was struck out in committee, the Law Lords making a distinction between popular and legislative language.

The bill then goes on with the rules which are to apply to sales of land by auction, and which we give with as much brevity as we can consistently with clearness.

The conditions of sale are to be read before the sale by auction commences, except in the following case:—

"Where sales by auction of land are commonly held in a hall or room where a set of conditions are printed and exhibited on the inside walls so that they can be conveniently read, and the special conditions refer to them as applicable to the particular sale, it shall not be necessary for the auctioneer to read such general conditions."

The auctioneer cannot bid either for himself or for anyone else whomsoever.

Where a sale is stated to be without a reserved price then the seller cannot appoint any person to bid for him.

Where the sale is stated to be subject to a reserved price, and there is no bid equal to or greater than such reserved price, then the auctioneer is to declare the property to be bought in.

In such cases the reserved price is to be stated in writing by the seller or agent, and given to the auctioneer before the sale.

"The declaration of a reserved price is to be confined to the particulars or conditions, and not to be in the power of the auctioneer." The meaning of this, we presume, is that the reserved price must be finally and irrevocably determined on before the sale, so as to preclude the possibility of any one varying the reserved price according to the prospects of the sale.

In cases where the auctioneer declares the property to be bought in he may afterwards accept any bid equal to or greater than the reserved price.

Where the sale is declared to be subject to a right for the seller or his agent to bid once for each lot, or, generally, to bid as often as he shall think proper, the amount of the sum below which the seller does not intend to sell the land is to be stated in writing, signed by the seller or his agent, and delivered to the auctioneer previous to the sale.

In no case except where a price is reserved, or a right to bid, whether limited or general, is reserved to the seller or his agent, shall it be lawful for the seller to appoint any person to bid, or for the auctioneer to take, knowingly, any biddings from any such person.

In case any of the above rules are violated the sale will be void as against any bidder who declines to complete the purchase; and the last *bonâ fide* bidder is to have the option of purchasing on giving notice of his intention to do so within six days from the day of the auction.

The auctioneer, in case he contravenes any of these rules, is to be liable in damages for any expense that an intending purchaser may be put to in consequence.

The Act is not to apply to Scotland, which is, therefore, confined to sales of "land" by auction in England, Wales, and Ireland.

We have already adverted to the exception of sales made under the authority of Courts of Equity, upon which, however, the following restriction was engrafted in committee.

"The practice of opening the biddings in a sale in court is to be discontinued, and the highest *bonâ fide* bidder, provided he bids equal to or higher than the reserved price, shall be declared and allowed the purchaser, unless the Court or judge shall, on the ground of fraud or improper conduct in the management of the sale, on the application of any person interested in the land, either open the biddings holding such bidder bound by his bidding, or discharge him from being the purchaser, and order the land to be resold on such terms as to costs or otherwise as the Court or judge shall think fit."

The provisions of this bill, like most of the measures which Lord St. Leonards' has originated, will, it is to be hoped, be attended with much practical benefit to the community. It has been urged against it that it shows too much anxiety for the interests of purchasers, while it will operate harshly on vendors. Why, it is asked, ought not the principle of *caveat emptor* apply at an auction as well as in a shop? And if a person knows that a vendor is at liberty to do his best to enhance the value of his

estate, why should he not be left to oppose caution to craft, instead of thus holding out a premium to stupidity? All this is very specious; but let us hear Lord St. Leonards in reply. He says, and with great truth, "there is something very contagious in the atmosphere of an auction room, and the offer by a person of a particular sum is sure to convince a man that the property is certainly worth that sum."

It is all very fine to talk about "*caveat emptor*," but there is this material difference between a sale at an auction where puffing goes on, and a transaction between a shopkeeper and his customer, that the praise which the vendor in the latter case is permitted to bestow on the article he is recommending, his frequent declaration that it is throwing it away, or parting with it at a sacrifice, to sell it at the proposed price, is known to come from an interested source, and can therefore be taken for what it is worth by the intending purchaser, but inasmuch as no one knows in an auction room who is a puffer and who is not, and as it is possible for the most solvent or respectable man there to be a mere agent for enhancing the price, the praise implied in the bid which he makes is not received with the same suspicion, and the concealment of the interested character of the bidder contains in it an element of fraud.

It is very well to talk of opposing caution to craft. As matters have hitherto stood there certainly were copious opportunities for these interesting encounters of intellect, and no doubt they will not entirely cease after the Act comes into operation. But we have no desire to see the doctrine of "smartness" introduced into the law of England. Moreover, the game is not on equal terms. Supposing that purchasers are in the average just as sharp as vendors, yet the latter have very great advantages by virtue of their position, which gives them gigantic facilities for the effectual practice of knavery and dishonesty. What, then, is the duty of the Legislature to do but to enact such rules as will have the effect of counterbalancing these advantages which vendors by auction have over purchasers? We think that the provisions of Lord St. Leonard's Bill are calculated to conduce to the attainment of this end.

STIPENDIARIES' LAW.

The following case is reported in the *Times* police reports for April 12:—

At Marlborough-street William Jackson was charged before Mr. Tyrwhitt with indecently assaulting Louisa Portlock, five years old, of No. 42, Tottenham-street.

Mr. *West* prosecuted, and Mr. *E. D. Lewis* was for the prisoner; Mr. *Levy*, from the office of the Society for the Protection of Women and Children, was also present.

Mr. *E. D. Lewis* submitted that the charge could not be legally sustained. He would abstain from discussing the case on the evidence. It had up to a recent period been held that a child under twelve years of age could not be a consenting party to an indecent assault, but last June a different rule was laid down in *The Queen* v. *Johnston*, 13 W. R. 815. The judges in that case held that the statute did not take away the power of assent. There was no offence where there was consent, and unless the case came within the statute there was nothing to make it one at common law.

Mr. Tyrwhitt said he should send the case to the sessions. It was an abominable defence to set up that a child of six years of age, who could know nothing of vice, had consented to an indecent assault. He hoped for the sake of the justice of the country that the sessions would not concur in the decision given in the Queen's Bench.

The conduct of the learned magistrate in this case appears to us of a most extraordinary nature, and such as, had it been attributed to any of the "great unpaid," would have filled the penny press with hostile comments.

In no one point have our judges been more consistent and unanimous than the view they take of the reverence due to the dictates of positive law, and their duties and powers with regard to it. Case after case do we find cited in the books where the most eminent judges have declared in distinct terms that they were the expounders and not the makers of the law, and have on that ground refused to stretch legislative enactments beyond their legal intendment and scope, however beneficial such construction might be for the interests of public justice or morality. Truly may it be said that mighty as the labour which the present system of slipshod legislation has imposed on our judges in construing the statutory abortions which are promulgated with the "imprimatur" of the Legislature, although it has been said by a distinguished advocate that he could drive a coach and four through the provisions of any Act of Parliament, yet, nevertheless, they have discharged their high functions faithfully and conscientiously, expounding the law, whatever that law might be, accurately, and at the same time rationally. Nor are they more remarkable for their scrupulous observance of the written law than for the deference which they pay to prior authorised expositions of it, not merely by courts of superior rank, but also either by their own predecessors or by other courts of concurrent jurisdiction.

Mr. Tyrwhitt, however, apparently considers that that which may be very right for her Majesty's judges, would be slavery in the courts of quarter sessions or the police magistrates.

Before commenting upon the decision of the learned magistrate in the case in question, we will take a short review of the authorities on the question, whether, at common law, consent on the part of a girl of such tender years would deprive the offence of its criminal character. In *R.* v. *Martin*, 9 C. & P. 213, the prisoner was charged on the first count for an assault on a girl above ten years old and under twelve, with intent carnally to know and abuse her; and on the second count for a common assault. The jury found that the prosecutrix consented to all that the prisoner did. The point being reserved it was held by the fifteen judges "that inasmuch as it appeared that the child consented, it was not an assault." Again, in *R.* v. *Read*, 1 Den. C. C. 337, three boys, all under fourteen, were indicted for a common assault on a girl of nine years of age. They were all proved to have had connexion with her. Special verdict "guilty, the child being an assenting party, but, that from her tender years, she did not know what she was about." It was held by five very eminent judges, following *R.* v. *Martin*, that the girl, though only nine years of age, was competent to give her consent, and that, as in law, there can be no assault unless the act was against consent, this was not an assault, and that the conviction must be quashed. In the course of this case the counsel for the prosecution, in arguing that the child could not consent, said that it might have been a child of only two years old, who might not resist, and that there might in that case have been such a consent as found here, to which Coleridge, J., replied, "No jury would find the consent of a child two years old." But on the other hand the remarks of Patterson, J., in *R.* v. *Cockburn*, 3 Cox. C. C. 543, in a similar case, where the girl was under *five* years of age, should be remembered. "It is a mistake of law to suppose that the consent of a child cannot be presumed by reason of its tender age. My experience has shown me that children of a very tender age may have vicious propensities. A child under ten years of age cannot give consent to any criminal intercourse so as to deprive that intercourse of criminality; but she can give such consent as to render the attempt no assault. We know that a child can consent to that which, without such consent, would constitute an assault."

Of course it would be an important question for the jury in the case of an indecent assault on a girl of tender years, whether she was merely overawed into submission, or really consented with an unfettered will. Or, to express it more clearly, in the words of a learned judge, "There is a difference between consent and submission; every consent involves a submission; but it by no means follows that a mere submission involves consent. The

mere submission of a child when in the power of a strong man, and most probably acted on by fear, can by no means be taken to be such a consent as will justify the prisoner in point of law."

In the latest case on the subject under discussion, *R.* v. *Johnson*, 13 W. R. 815, Cockburn, C.J., delivering the judgment of the Court for Crown Cases Reserved, held that a conviction for an indecent assault could not be supported, it having appeared that the prosecutrix, who was eleven years old, consented. "This case," said the learned judge, "is quite concluded by the authorities, and rests on an intelligible principle. Independently of the statute, there is nothing to make that an offence at the common law which was not so before. The cases are consistent with sound reason, and though we may regret that the defendant should escape, the law is clear." The statute referred to is 24 & 25 Vict. c. 100, which enacts in s. 52, "That whosoever shall be convicted of an indecent assault on any female, or of any attempt to have carnal knowledge of any girl under twelve shall be liable to be imprisoned, &c."

There is little doubt that, through an unfortunate omission in the wording of the statute, persons charged with "indecent assault" often escape the punishment due to that abominable offence. But it need scarcely be stated that, so long as the statute continues in its present form, the judges are bound to construe it strictly, however consonant it would be with the interests of the public to deviate from such construction. It is an evil that can only be remedied by express legislative enactment.

In spite of this long series of decisions by some of our most learned judges, and promulgated from our highest Court of Criminal Appeal, here have we a metropolitan magistrate deliberately stating that "he hoped, for the justice of the country, the sessions would not concur in the decision given in the Queen's Bench." It is difficult to say what may be considered the leading feature of the learned magistrate's remarks—whether his misapprehension of a general and well-known principle of law—his mistake in the special nomenclature of the criminal courts—or his wilful disregard and contempt of authoritative decision and precedent. The worthy magistrate, in his indignation, forgets that it is his duty to administer the law, not according to his own notions of abstract justice, but in conformity with its existing rules—he forgets that his decision in the case before him practically amounts to overruling, not only a long series of authoritative decisions, but also, in effect, the provisions of an Act of Parliament. Apparently, also, the learned magistrate considers that the Court of Quarter Sessions is a court of superior jurisdiction to the Court for Crown Cases Reserved, or, as he incorrectly phrases it, "the Queen's Bench."

One more remark and we have done with this specimen of magisterial law. Nothing can be more subversive of public order, and of the reverence due to the majesty of the law as represented by our judges, than that a subordinate magistrate should, in any case, be permitted to use language reflecting on the decisions of superior authorities such as is attributed to the magistrate in this instance. We are willing to believe that he did not mean exactly what he said; that he might have intended to imply that, from the tender age of the girl, he could not acquiesce in the view that she had, in fact, consented, and looked upon her alleged consent as rather a mere submission to superior force, and that therefore he might send up the case for trial without thereby setting himself in opposition to the ruling of the superior courts; but though in charity we may impute some such intention to him, no one will deny that the language in which he has clothed his opinion is singularly unhappy, and the interests of the public require that such language should not pass unnoticed.

Finally, as a partial remedy for the present unsatisfactory state of the law of this subject, it is submitted that a change in the form of indictment would prove effectual in many cases. Instead of inserting simply the usual counts "for indecent assault" and "common assault," which are liable to be defeated by showing the consent of the girl, a third count might well be added, as for a "common nuisance," in analogy to an indictment for "indecent exposure of the person," in all cases where the evidence would permit such a course. Thus, cases are continually occurring where men, generally advanced in years, are charged with taking indecent liberties with young girls in places of public resort, such as the public parks. In these instances, if the offence were committed in the view of passers by, not necessarily so that they should have actually witnessed the offence, but so that they *might* have seen it, the course suggested, viz., the addition of a count for common nuisance "to the scandal and corruption of the morals of Her Majesty's liege subjects," might possibly be effectual in procuring a conviction of the offender; for in such a case consent would be immaterial.

THE "WEIGHT OF AUTHORITY" AGAINST PUBLIC EXECUTIONS.

The abhorrence felt of hangings outside Newgate by that part of society which "hates the godless rabble and keeps it away," was a main ground for the appointment of the Punishment of Death Commission. Accordingly, one of the duties charged on it was to inquire into the manner in which the punishment was now inflicted, and to report whether it was desirable to make any alteration therein. The feeling had been quickened by the strongly painted tales in the newspapers of the later mobs packed under the gallows in the Old Bailey, and had far outrun any knowledge of the effect actually produced on the criminal class by their being eye witnesses of this exaction of the greatest penalty which could befal them. A reasonable hope was therefore entertained that the twelve gentlemen who were thought worthy of the Queen's "great trust and confidence" in their "zeal and ability" would, by their united counsel, enlighten and guide the general mind to choose between public and private executions. If Bentham, Beccaria, Franklin, and others, as we have seen,* had scarcely or not all touched this question, there were now Lord Stanley, Dr. Lushington, Sir John Coleridge, and Mr. Waddington, associated with Crown Law Officers and men of mark in Parliament, to work it out. "The knights, citizens, burgesses, and commissioners of shires and burghs in Parliament assembled" had prayed for the issue of the commission. The period of six months originally allowed to it was lengthened to eighteen months, yet at the end of all that time the poor result was the single sentence in the report, "The witnesses whom we have examined are, with very few exceptions, in favour of the abolition of the present system of public executions, and it seems impossible to resist such a weight of authority;" which sentence was laid by the commissioners as sufficient foundation for "we therefore recommend that an Act be passed putting an end to public executions, and directing that sentences of death shall be carried out within the precincts of the prison, under such regulations as may be considered necessary to prevent abuse, and satisfy the public that the law has been complied with."

The disappointment which the commissioners caused by this way of getting quit of a matter almost new to this country, grave, and difficult, would have been lightened, if those who could examine the appended evidence against the practice of hanging in the sight of the people found themselves warranted to say that it was on the whole really irresistible, and so were able to give assurance that the estimate made of it by the commissioners was just. One, at least, would enter on such an examination, in the firm opinion that the weight of authority did not depend on the comparative numbers of the witnesses on either side, or even on the eminent position of par-

* 9 Sol. Jour. 821.

ticular witnesses, if they owned their want of acquaintance with the particular subject, nor yet on the degree of aversion which any number of witnesses altogether opposed to death punishment might feel to a mob making brutish holiday without the walls during the hours of restless waiting, while the doomed man within was taking his last sleep, and listening to the last farewell words of religious comfort.

The witnesses of eminent position were Lord Cranworth, Mr. Baron Bramwell, Mr. Baron Martin, Lord Wensleydale, Mr. Walpole, Sir George Grey, and Mr. Justice Willes. As the decision of the commissioners is professed to be carried entirely by weight of authority, it will be the fairest and most satisfactory plan to present the substance of their evidence.

Lord Cranworth said he had never considered the subject attentively until he was about to attend at the commission. He did not know that a person in his position was at all able to form a better opinion on that subject than a person unacquainted with the law. He thought there were some advantages in a public execution. Speaking theoretically he would say that the criminal class were likely to be more impressed with the conviction, that if they committed the crime of murder they would be hanged, by having seen a public execution, than only by hearing of it; but on the whole he was inclined to think that a private execution would be best adapted to the modern state of society. Supposing that proper precautions were taken that the execution should not be entirely secret, the advantages to be derived from putting an end to the disgusting assemblages upon occasions of an execution would more than counterbalance the advantage of publicity. There was no principle to make a public capital execution necessary which would not make a public flogging necessary. Another circumstance was, that although there might be as much pick-pocketing at the Derby and other large assemblies of pleasure as in the mobs at executions, yet those great assemblages were not mobs in which the very lowest class of persons had it all to themselves. Lord Cranworth thought that private hanging would not diminish the deterring effect; in former times it would have done so. It must be assumed that there would be persons present, and that the account would be in all the newspapers the next day. The criminal classes either read these or heard them read. Every sort of precaution must be taken to prevent the possibility of cruelty being practised, or of the sentence not being carried into effect. A coroner's inquest might be a proper precaution. The objections did not apply with the same force in the country, and that led him to have doubts with regard to the opinion which he had expressed, and which he could not say he expressed with any great confidence. He did not quite see all the evils which some people did in public executions, but he thought that on the whole they excited great disgust in many and tended to indispose them to retain capital punishment, and that the deterring effect would probably be the same if they were private. In the return from Denmark there was a suggestion that all convicted felons should be obliged to witness the execution. Lord Cranworth thought that that would have rather a good effect. He was of opinion generally that the witnessing of an execution had a deterrent effect on the criminal class, but that where there was an enormous mass of other persons attending, the consequences were much to be avoided. The brutality and callousness of the mixed mass very much took away the deterring effect. He inclined to think that if the execution took place with solemnity before the prisoners in the gaol, it would be a totally different scene.

Mr. Baron Bramwell had no sufficient confidence in his own judgment to express an opinion on the point at all. He suggested to the commission an execution with a certain amount of publicity in order that they might form their opinion, but he really had not an opinion himself. He thought that it was an extremely embarrassing question. A judge or a practising lawyer had no more knowledge on such a subject as that than anybody else.

Mr. Justice Willes did not think that he could, upon the point of public or private executions, give any assistance to the commission, he had not been able to make up his mind to approve of any change, but he had no opinion on it sufficiently distinct to enable him to answer the question one way or the other.

In an inquiry where no greater number of witnesses than twenty-four, in all, are impliedly held out as representing the opinion of the country, we think, with all respectfulness that, so far as we have gone, the scale may be regarded as empty. No counterbalance is required. But the following testimony has some positiveness.

Lord Wensleydale strongly inclined to the opinion that the execution ought to be private. There ought to be great solemnity, and he was not quite sure that the prisoner ought not to be exposed before his execution, but that might induce the people to come in multitudes. The church bells should toll and there should be mourning on the outside of the place. There ought to be a regular set of persons in whose presence the sentence should be carried into effect. They should be sworn, and should sign some document reporting that they had seen the sentence carried into effect. The sentence and names of the persons should be published in conspicuous places in the town. That would produce a considerable deterring effect, and, probably, more than the mere fact of the execution being seen by a crowd. The press should be present to give greater publicity to the fact of the death.

Mr. Walpole thought that the effect of a public execution was exactly the reverse of deterring, that is, it induced such a scene of demoralization, that more injury was done to the public mind than if the community knew that the prisoner, as soon as sentence was passed on him, would be executed, with due precautions that the sentence was properly carried into execution. It would have quite as strong an effect on others, and, perhaps, a stronger one than when you let the criminal come forward, and, now and then, in a state of bravado, go out of the world. You must have perfect security for the way in which the sentence was carried out; something like a coroner's inquest, as in America, after an execution, might be devised. Those who report for the journals should be free to witness the execution, under proper regulations. It would further be desirable that the friends of the deceased should have a right to be there. It did not seem to be advisable that a portion of the jury should attend.

Sir George Grey thought that there was a growing feeling in favour of executions being carried into effect within the walls of the gaol. There was a good deal of difference of opinion. But, certainly, the scenes which took place were those which one would wish as far as possible to avoid. The public would read the same details in the newspapers, but the crowd of the lowest class would be avoided. He was not at all prepared to say that some good effect might not be produced now on many persons present. He did not believe that it would make any difference whether the execution was public or private in the deterring effect of the punishment on the criminal class. The scenes were worse at Newgate, because the executions had been on a Monday morning, so that the people collected on Sunday, being an idle day, and stayed there the whole Sunday night. The present Sheriffs have substituted Wednesday for Monday. In Paris there was no such public notice as to enable a crowd to collect. In America a certain number of persons were required to be present, and the regulations there existing (and he believed the same was the case in Australia) satisfied the public that the execution took place, and in the manner intended by law. The best security would be admitting the representatives of the newspapers, with other persons. Publicity was essential, and he inclined to think, from the experience of Australia

and America, that publicity could be attained without the spectacle being in an open street.

Opposed to the views of these three witnesses is the opinion of Mr. Baron Martin, as well as the opinion of another witness, whom we did not class with the notables, but who may fairly be cited on an equal level, Mr. George Denman.

Mr. Baron Martin was for a public execution. There was a horrible scene reported to have taken place at Müller's execution, but he should think that that would only exist in London, and, probably, not there to so great an extent except in such a case as Müller's.

Mr. Denman's belief was that by secrecy and mystery as to what passed in the prisoner's last hours, you would invest him with a new sort of interest, even to a greater extent than that which he had at present.

As regards the scene mentioned by Mr. Baron Martin, we shall presently see, from a police inspector's evidence, that such scenes are encouraged by bad arrangements. The time referred to by Mr. Denman was the time between the sentence and the execution, but the same principle holds good as to the execution itself. As far as we have stated the substance of the evidence, we can allow the Commissioners a preponderance of only one witness.

A loathing of public executions, with their shocking accompaniments in the pit of the Old Bailey, characterises the next eight witnesses, because they loathe the punishment itself of death. The ninth and tenth are against privacy. The question of publicity or privacy ought not to be determined, or very seriously influenced by such authority. If a man does not consider the punishment deterrent at all, he is glad to get rid of a mass of Calibans, as being in his eyes an evil pure and simple without any compensating good. A responsible judgment can be looked for from those only who are willing to be responsible for the maintenance of the extreme penalty.

The Chaplain of Horsemonger-lane Gaol, the Rev. J. Jessop, who considered capital punishment quite indefensible, thought public executions demoralizing and brutalizing. On the prisoners confined in the gaol they made no impression. The warders heard them say on several occasions "well —— is to be hanged to-morrow, I wish I were outside, I would go in for a good swag;" or, "on the last occasion I got a tremendous lot of purses, I only wish I were outside now."

Mr. Cartwright, Governor of Gloucester County Prison, who thought capital punishment ought to be abolished, was of opinion decidedly that executions should be in private, as being deterrent, adding far greater solemnity, and being more humane. It was a most cruel thing to send a man into another scene altogether before an excited mass of people.

Colonel Stace, formerly Governor of Oxford Gaol, who thought that capital punishment ought to be abolished, had resigned partly from his abhorrence of executions, particularly public executions.

The Rev. Lord S. G. Osborne, in whose opinion capital punishment should be abolished, was decidedly in favour of private executions. Admitting that the penalty of death had a certain amount of deterrent effect, it did not follow that seeing a man or woman put to death added to that effect. You held out inducement for a display of recklessness which acted prejudicially on the crowd. In the majority of cases the sympathy was with the criminal, not with the law. The chaplain's office was seriously interfered with. The feeling that thousands would watch them as they died kept up in the men a determination to act out a desperate show of hardihood, and in the women deadened every other feeling.

"To strangle the life out of a man before a crowd, who come to the scene as to a play, a crowd notoriously composed of those who are the very scum of mankind, who go again and again to such scenes, each time to pollute the very air with their fearful language, people to whom it is a sort of gala day, men and women blaspheming, singing obscene songs, with half drunken jollity coming to riot below the gallows, departing to follow the life out that leads to it, viewing the scene without one single display of one feeling which evinces sympathy with the law, screaming a kind of fiend's welcome to the hangman, a miserable wretch letting himself out for the work, groaning at, or, in their own way, encouraging the 'victim,' ordering 'hats off' to 'death,' but damning each other's souls, as they look upon it,—in my opinion, the whole thing is as hateful in itself as it is an outrage on all the principles upon which alone it could be defended."

Let the executions be out of sight, the criminal seen to pass with the officials along a short gallery on his way to his doom; let the drop be so contrived that it shall be in connection with a mast high above the gaol, to this attach a black signal ball in connection with the drop, so that with its fall this black ball should also fall.

Mr. Serjeant Parry, strongly opposed to capital punishment, thought public executions demoralizing and degrading, and would prefer private executions. He did not think that a repugnance in the popular mind against them existed in America. They would take place in the presence of persons officially appointed, and there should be a coroner's inquest. Anything was preferable to the assemblage of such large multitudes to see so disgusting a sight. It was a reproach to a man to go and see a public execution, but why should he not if it was of importance in deterring from crime?

Professor Leone Levi, who condemned the punishment of death, regarded with great suspicion the good effect of the publication of criminal cases in the newspapers, but a public execution was still worse; the publication even of a private execution was a most disastrous thing.

The Attorney-General for Ireland, who was of opinion that capital punishment should be abolished, thought that private executions ought to be substituted for public, which were very demoralizing and not at all deterrent, if private executions took place in the presence of proper officers. They would be better for the morals of the people and as deterrent, and would be more solemn for the criminal. A coroner's jury would not be necessary; the friends of the man might be admitted to see the body.

The Secretary to the Society for the Abolition of Capital Punishment, Mr. W. Tallack, read a letter of October, 1864, from Professor Upham, of Bowdoin College, Maine, stating he believed it was the general sentiment that the immense evils attendant on public executions were avoided for the most part by their present method, although some thought that they lost something in the matter of example, and also that in certain conditions of society the private method might possibly be perverted to unjust purposes.

The Honorary Secretary of the Abolition Society, Mr. Beggs, did not think that the strong objection to public executions was the demoralization at the place, but the wide-spread knowledge of the circumstances. Private executions would surround the matter with an air of mystery that would make inquiries about the prisoner a subject of still greater anxiety outside. Private executions might raise a suspicion that the sentence was not fairly carried out and that the rich somehow escaped.

M. Emile Chédieu, a French barrister, would have many objections to executions in private. There would be no security for human life in time of public troubles. In France, executions were not attended with all the horrible circumstances that they were sometimes in England. His opinion as to the punishment of death was that, in the state of their morals in France, it might be abolished without any danger to the public security.

Of the next four witnesses, who are not, like the last ten, advocates for the abolition of capital punishment, three only can be claimed on the side of privacy.

According to Mr. Ex-Sheriff Nissen, the manner of Calcraft was very rough, and it was the most practical thing you could imagine. He would be just the same if

he was hanging a dog. There was no solemnity at all. Solemnity should form part of the alterations. The execution was not made shocking to the thousands who are assembled. The predatory portion of the public who witnessed an execution had an idea that the sooner the condemned man was put out of the way the better. It was not brutalizing, but it created a feeling of total indifference to hanging. The crowd came in the first place for the excitement, and to see what sort of a punishment hanging was, but the circumstances which attended an execution took away, he thought, from the poorer class all idea of its being a severe punishment. The criminal might be executed in the prison yard, and the public who chose to assemble at the gate at an early hour might be admitted, to avoid the chance of the poorer classes thinking that any particular man had not been executed.

Mr. Amory, the Clerk of Arraigns at the Central Criminal Court, who had met crowds coming away from an execution, had a "mere theoretical view" in favour of execution within the walls, with liberty to the witnesses on the trial to attend, and a coroner's inquest, and publication in the *Gazette* and newspapers.

Colonel Henderson, in the Convict Service in Western Australia, said that in most of the Australian Colonies execution took place within the walls of the prison. He had a very strong opinion that executions in private were far preferable to those in public. The security of a coroner's inquest was perfectly satisfactory. It had been found to work very well in the other colonies, but had not been introduced into Western Australia. There they had public executions, but these were attended only by the very lowest of the population. A convict told him "that the mass went there merely to see it like any other spectacle; that the first appearance of the convict on the scaffold made him rather sick, but that the actual execution was rather pleasant and satisfactory than otherwise, and that he went away satisfied; that it was rather a relief, but that it did not impress the spectators beyond that:" they were glad it was over. Colonel Henderson was of opinion that the fact of a man disappearing from the court of justice, and of the people knowing that he never would be seen again, would be far more deterring, he believed that a public execution destroyed the whole value of an execution. It would certainly not be an advantage that the persons who were in prison should be compelled to witness an execution. It was the same with flogging; flogging in public caused a sympathy and had not half the effect of flogging in private.

The Solicitor-General for Scotland testified that there would be an objection in Scotland to a change; there would be two parties, but which would be in the majority he was not in a position to say.

Of the twenty-two witnesses with whose testimony our readers have now been made acquainted, considering the peculiar views held by one-half, and that not the less eloquent, on the subject of taking life penally at all, the want of confidence expressed by many of the other half in their own opinions, and the want in some of them of any opinion, also the theoretical character of the opinions of the few others, with the exception of one or two, we do not yet feel the pressure of much of that weight of authority which has swayed the commissioners. There are still two witnesses who are neither uninformed, nor under particular influence, nor *doctrinaire*, who will claim from the great jury, the public, their special attention without our bespeaking it, if not their verdict in favour of the present mode of carrying out the sentence of death.

The Rev. J. Davis, the Ordinary of Newgate, was not at all confident that an execution as now carried on in public was not the best, but he should very much like the other to be tried to see what the effect would be. There were many evils in the assembly of a large multitude and there were always crimes committed under the very scaffold, which he thought would be avoided. You might, perhaps, do as much good as was done by bringing the culprit to the outside of the gaol instead of carrying him to Tyburn. The taking of a man's life was a great act, and it needed to be done as publicly as possible, so that there was no needless cruelty. It would be very painful for the gentlemen who were called on to witness it. At present, a new Sheriff occasionally almost fainted. The Ordinary was ill three days after the first execution which he attended. It did not produce a very serious effect on the mob. It was unpleasant. No one who was compelled to attend liked it. In the case of the execution of the pirates the number took away the horrible nature of the thing. The evil attending executions differed very much. At Müller's execution there were more persons than he almost ever saw at the Old Bailey. They behaved very well. When the Ordinary came on the scaffold, followed by the culprit, they were there alone, and the behaviour of the crowd was as solemn as could be. All the bad behaviour took place before that. There had been twenty-four executions since he had been at Newgate. He did not think that the reverence for human life was injured by public executions. He recollected the case of the apprentice Wicks, of Drury-lane, who, a short time after seeing one execution, ran one morning as fast as he could to see another, and then went home and shot his master; the story might be true that Wicks said of the execution "It is nothing; it is only a kick." Something is done now to conceal from the crowd a good deal that was formerly seen. Curtains are used. Excepting from the windows opposite, an execution is not seen. The Ordinary did not see any dissatisfaction among the people in consequence.

Mr. Inspector Rittle had attended executions, both when on duty and when off duty. The class of persons who went to see them were, generally speaking, thieves, fighting men, costermongers, labourers, a few artizans, with a small percentage of women; and he had noticed a few soldiers there. There were persons of a superior class, who took windows opposite. The windows seemed to be all occupied, but at Müller's execution several were not occupied. Sometimes £25 had been paid for the windows of one room. He did not think that the witnessing an execution excited any fear. The lower class looked on it much as they would look on a prize fight, or any other exhibition, for which there was nothing to pay. There was an anxiety and a straining to see the doomed man and the officials. The Inspector had watched the faces of the spectators and had never seen any one turn pale. It frequently occurred that pockets were picked, but as a rule persons did not go with any valuables about them to see an execution. The people seemed to amuse and enjoy themselves previous to the sight which they came to see. There was a wide difference in the behaviour of the crowd at the Old Bailey and at Horsemonger-lane. At the Old Bailey the mob had it all their own way, and they went into all sorts of excesses which they were not permitted to indulge in at Horsemonger-lane. There were not many cases of actual drunkenness, but the women were generally under the influence of liquor, and they seemed to have been out all night. At the Old Bailey there were pens, and the people wedged themselves so closely that they could not extricate themselves, nor could any person pass to any spot inside; boys were passed over the heads of the crowd to the outskirts of it before they could get to the ground. He had never heard any expression of compassion towards the criminal, not even in Wright's case. In the conversations that take place slang terms are generally used. A costermonger, going to the late execution of the pirates, said to his companion, "So help me God, Bill, aint it fine, five of them and all darkies." The answer of the other man was, "It is so, and I should like to act Jack Ketch to them ——." The Inspector did not know as to an execution being a great moral lesson, but he believed it had a deterring influence on the commission of murder. Frequently, among the lowest

classes present there was an expression of satisfaction at the murderer meeting with his death; they said that it served him right, and that they were very much pleased, and that it was just what he deserved, and so on. He did not think it entered into their calculation that hanging a man for murder made life safer, but he believed, from their love of life, that their idea of having this doom hanging over them had a deterring influence. He had heard them say that they should not like to be "scragged," and that they would rather be transported three or four times over than be hung, but that they did not mind "the jug." They had "a great horror of being scragged." Those were men of the criminal class. He had heard these expressions under different circumstances, at theatres and other places. The faces of a crowd of the lower classes at a theatre were the same as those at an execution. It was the same class at both. They looked upon a tragic theatrical scene precisely in the same way as on an execution. There was no greater solemnity to them in one than in the other. There was a great deal of obscene language and jesting at executions, not at the time when the execution was going on, but they seemed amused while waiting at any little incident which they could notice; but when the criminal came out there was silence immediately and great anxiety to see all that could be seen. At Müller's execution there was a man with his legs above the heads of the crowd and his head down for three or four minutes; he cried out very much, but the police were helpless to interfere in the City, though not so at Horsemonger-lane.

These points, then, are clearly established by the evidence of witnesses whose duty has been to attend at executions, either overlooking or mixing with the people there.

First.—That the scandalous scenes at the Old Bailey are owing to the carnival allowed by the City police authorities, who let the people become so closely packed, that no constable can penetrate to keep order in the crowd, by nature and under any circumstances a disorderly one. The scandal does not exist elsewhere, even in London, and certainly not anywhere out of London.

Secondly.—That although the mob turns everything into jest and picks pockets while waiting, at the moment when the Ordinary comes out on the scaffold followed by the prisoner the mob is well behaved. There is silence. It is as solemn as can be. The scene is a tragedy.

Thirdly.—That the general feeling expressed in the mob is, that it "serves him right."

Fourthly.—That the mob goes away with a dread of the rope. It does not mind the jug; it does not care for transportation three times over. But it feels a "horror of being scragged."

In the debate in the Lords on the 1st, when the second reading of the bill to carry out the commissioners' recommendations was moved, the Lord Chancellor said that, in the recommendation of non-publicity of executions he entirely concurred, although, when first asked to consider it, he thought it open to grave doubt. But his argument in justification of this agreement did not go further than his evidence above epitomised, and he prefaced his argument with the remark that "on this subject, as on all others, we have to deal with a balance of testimony."

LAW REFORMS IN ENGLAND.

(From the *Local Courts' and Municipal Gazette.*)

Two measures of law reform are promised in the Queen's speech; one a bill to consolidate and amend the bankruptcy laws, the other a bill founded on the report of the Royal Commission on the subject of Capital Punishment.

The first we understand will effect, if carried out, rather a sweeping change. It is said that bankruptcy in name will be abolished, as well as all courts of bankruptcy. Debtors and creditors will be left to settle their affairs between themselves according to the general law, provided that a debtor may make a general assignment for the benefit of his creditors, and if his estate pay six shillings and eightpence in the pound, that is to operate as a discharge from his debts; but if it does not, his after-acquired property shall be liable until the debt is extinguished by the Statute of Limitations. Now this, it seems to us, is very much like having no law at all on the subject of insolvency. Is this to be the end of the boasted bankruptcy laws of England? If this is an advisable measure, and we presume the Government know what is required by the country, we have gone quite far enough in the somewhat limited enactment of 1864. The proposed measure is said to make no provision for the punishment of fraud. There may be, and probably is, a somewhat higher tone of public feeling in England, but we very much question whether there is such an absence of fraud in mercantile transactions even there, as to permit of the want of some punishment to prevent it.

By the other bill referred to it is proposed to restrict capital punishment to "murder properly so termed," and this capital punishment is to be removed from public gaze. The report of the Commission on Capital Punishment was, we think, eminently unsatisfactory, nor did *it*, whatever conclusion we may have arrived at from other sources, convince us that any change such as is proposed is required. Any measure which tends to the *prevention* of crime as distinguished from its *punishment* is what every right-thinking man desires, and we hope that the proposed change may be a move in the right direction. If it prove so we should lose no time in following the lead, even if we do not ourselves try some other road with the same destination in view.

COMMON LAW.

Measure of Damages.

Wilson v. *The Newport Dock Company*, Ex. 14 W. R. 558.

We had occasion, a short time since, to remark on the distinction between what are called "reportable" and "unreportable" cases (*ante* 394). We were then discussing the case of *Noble* v. *Ward*, 14 W. R. 397, which really added something to the ever increasing mass of that English unwritten law which is supposed to be hidden in the breasts of the judges. The case to which we now invite our readers' attention is, in itself, of scarcely any appreciable importance, but it has been used by the barons of the Exchequer as a text for two most elaborate discourses on the subject of the measure of damages in actions of contract, and for that reason is worthy of careful consideration. The subject is a very difficult one and the law upon it can hardly be considered yet as thoroughly settled.

The leading authority is the well-known case of *Hadley* v. *Baxendale*, 9 Ex. 341, 2 W R 302, which was decided in the Court of Exchequer, in the year 1854, by the present Chief Baron, Lord Wensleydale, Baron Alderson, and Baron Martin. Great pains, the Chief Baron observed in the principal case, were bestowed on the judgment, which was delivered by Alderson, B., some weeks after the Court had heard a long argument by the present Mr. Justice Keating and Mr. Dowdeswell on one side, and the present Mr. Justice Willes, Mr. Whately, and Mr. Phipson on the other. The plaintiffs in that case were the proprietors of the Gloucester Steam Mills, and they had delivered to the defendants, who were common carriers, a broken iron shaft, to be carried to Greenwich, for the purpose of its being there used as a model for a new shaft. The defendants were informed, when the shaft was delivered to them, that the mill was at a standstill, and that the shaft must be sent off immediately. In answer to an inquiry as to when it could be taken, the answer was that if it was sent up any time before mid-day, it would be delivered at Greenwich on the following day. The delivery, however, was delayed through some neglect, and the consequence was that the plaintiffs did not receive the new shaft for several days later than they ought to have done. The working of their mill was thereby delayed,

and they accordingly sought to recover from the defendants the profits they would otherwise have made. It was argued, on the part of the defendants, that these damages were too remote, but Crompton, J. (the Judge who presided at the trial), having left the facts generally to the jury, they found a verdict for the plaintiff. A rule was subsequently granted in the Exchequer for a new trial, the Court being of opinion that the judge ought to have told the jury to exclude the loss of profits in estimating the damages, and it was in the course of the judgment that the two principles as to the measurement of damages were enunciated, which have ever since been regarded as authoritative. As we shall see immediately, however, more than one learned judge has expressed disapproval of their extension. They were laid down by Baron Alderson, in the following terms:—"Where two parties have made a contract which one of them has broken, the damages which the other party ought to receive in respect of such breach of contract should be such as may be fairly and reasonably considered as *either* arising naturally, *i.e.*, according to the usual course of things, from such breach of contract itself, *or* such as may reasonably be supposed to have been in the contemplation of both parties at the time they made the contract, as the probable result of the breach of it." Here then are two *criteria*—first, the natural consequence; and, secondly, the contemplated, though possibly not the natural, consequence.

Now, it must be admitted that both these tests are sound and in accordance with the *dicta* of French and American jurists, but the difficulty is in their application. Indeed, the second test is almost unintelligible unless we adopt the explanation of it given by Crompton, J., in *Smeed* v. *Foord*, 1 E. & E. 616, 7 W R 266, that it only means that the damages should be "such as are natural, and such as the parties would naturally look for." As Martin, B., remarked in the principal case, "parties when they enter into contracts contemplate that they will be performed and not broken, and in the infinite majority of instances the damages to arise from the breach never enter into their contemplation at all." To talk, therefore, of what the parties contemplated as a measure of damages is really illusive, unless it be where the contract is to pay a sum certain, when both promisor and promisee would only be able to contemplate one and the same measure of damages, viz., the money agreed to be paid, with interest. Any attempt to apply this second test in cases of breaches of a special contract, or of torts, will only fortify the opinion expressed by Wilde, B., in *Gee* v. *Lancashire and Yorkshire Railway Company*, 6 H. & N. 221, 9 W. R. 103, that although an excellent attempt was made in *Hadley* v. *Baxendale* to lay down a rule of practice, it has been found that that rule will not meet all cases. "It will probably be found practically," he adds, "that in this (contract of bailment with a carrier), as in many other cases of contract, there is *no measure of damages at all*, and that we are seeking to find a rule where none can be made."

The safest test, therefore, in estimating damage is the first of the two given in *Hadley* v. *Baxendale*, viz., that the damage recoverable must be the *natural* consequence of the breach of contract or duty by the defendant, and what that consequence is depends on a variety of circumstances which will be different in different cases. "Cases of damage," said the Chief Baron in the principal case, "differ as much as the leaves of a tree differ from each other, or rather the leaves of different trees." It is impossible to frame an inflexible rule of law which shall fit them all, and indeed, when fairly considered, the decision in *Hadley* v. *Baxendale* does not attempt to do so. All that was said there was that the judge ought to have told the jury not to include loss of profits in estimating the damages. And so at present, if an attempt were made at the trial to prove damages obviously too remote, it would be the judge's duty to warn the jury to exclude them. But, generally speaking, we apprehend it would be sufficient for the judge to direct the jury to give such damages as they considered *reasonably* to have arisen from the defendant's default. "It must be admitted, after all," observes the Chief Baron, "that the question of the amount of damages is one *for the jury, and the jury only*. We think that the decision of twelve jurymen instructed from the bench in the rules of law, but exercising their own judgment on a subject connected with the business of life with which they are familiar, would practically lead to a result often more just and equitable than any mere rule of law could arrive at."

It is unnecessary to allude to the facts of the principal case. The Court were divided in their opinion as to whether the findings of the jury were, or were not, sufficient to fix the defendant with responsibility. The value of the case solely consists in the elaborate discussions on the measure of damages contained in the judgments of Pollock, C.B., and Martin, B. The effect of both judgments, we think, will be still further to limit the application of the rules—or at any rate of the second rule—in *Hadley* v. *Baxendale*. The decision in that case, it is gradually being discovered, contains principles which, whilst sound in themselves, are incapable of being applied generally in all cases of damage arising from breach of contract or duty.

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

HOUSE OF LORDS.

April 20.

GALLOWAY *v.* THE MAYOR AND CORPORATION OF LONDON, AND THE METROPOLITAN RAILWAY COMPANY. THE MAYOR AND CORPORATION OF LONDON *v.* GALLOWAY.—The first of these appeals was from a decree of the Lords Justices, by which, as their lordships differed in opinion, the bill of the appellant was dismissed without costs. The second was an appeal from a decree of his Honour Vice-Chancellor Sir W. P. Wood, by which an injunction was granted to restrain the appellants from taking the lands of the respondent under the circumstances about to be mentioned.

The questions involved in both appeals were substantially the same, and they were accordingly argued together before their lordships. The chief point in dispute was whether the Corporation of London were entitled, under the compulsory powers of purchase vested in them by several Acts of Parliament, by which certain city improvements mentioned in these Acts were authorised to be made, to take the whole of certain valuable freehold and leasehold property belonging to Mr. Galloway. Though a portion of the property was not required for the purposes of these Acts, and was sought to be obtained by the Corporation with the avowed object of reselling the same to the Metropolitan Railway Company, to whom, by an agreement made previously to the giving of the notice to Mr. Galloway, the Corporation had, under their common seal, bound themselves to convey it.

The facts, so far as material, were as follows:—By the Metropolitan Meat and Poultry Market (Western Approach) Act 1862, the Corporation of London were authorised to take certain lands mentioned in the schedule to the Act, including those belonging to the appellant, for the purpose of erecting a new meat and poultry market on the site of the old Smithfield Market, and of making new streets and other improvements in the vicinity of the new market. And the Act empowered the City to take the frontage on both sides of the proposed new streets, and sell the same and apply the profits arising on such resales for the general purposes of the Act. In May, 1863, the respondents served the appellant with a notice to take the whole of his lands under the above Act, but before the passing of the Act (29th July, 1862) the Corporation had entered into an agreement, dated the 26th of June, 1862, with the Metropolitan Railway Company, to convey to that company certain lands, (including those of the appellant), specified in the bill which they were then promoting, provided the said bill should become law.

Mr. Galloway, in February, 1864, filed his bill against the Corporation to restrain them from taking more of his land than was actually required for the purposes of their Act, and more particularly to prevent them from transferring any portion thereof to the Metropolitan Railway Company. The cause was heard before Vice-Chancellor Wood, who refused to grant the injunction, but the order made by the Vice-Chancellor was reversed on appeal by the Lords Justices, and on the hearing of the cause the Vice-Chancellor, in deference to the opinion of their Lordships, granted a perpetual injunction to restrain the defendants

from taking any portion of the plaintiffs lands not required for the purposes of their Act. In 1864 an Act entitled the Holborn Valley Improvement Act, 1864, was passed, to which the appellant's land was scheduled, and which contained the following clause bearing upon the points in issue in these appeals:—"And whereas certain lands may be taken under the powers of this Act, which were delineated on the plans and described in the books of reference mentioned in the 4th Section of the Metropolitan Meat and Poultry Market (Western Approach) Act, 1862, and in respect of which lands an agreement was, under the authority of that Act and the Metropolitan Railway Acts, entered into between the said Mayor and Commonalty and Citizens and the Metropolitan Railway Company, and it is expedient that the rights of that company under such agreement should be preserved: therefore, nothing contained in this Act shall prejudice or affect the rights of that company under the said agreement, but all the covenants and provisions thereof shall be as applicable to the same lands, if purchased under the powers of this Act, as they would have been if they had been purchased under the powers of the said Metropolitan Meat and Poultry Market (Western Approach) Act, 1862.

In July, 1864, the Corporation gave the plaintiff notice to take his property under the Holborn Valley Improvement Act, but reserving to themselves all benefits and rights they might have acquired under their previous notice of February, 1863. The plaintiff again filed his bill to prevent the defendants from taking those parts of his lands which were not required for the purposes of their Act. The Master of the Rolls dismissed the plaintiff's bill with costs, but his Lordship's decree was reversed by the Lords Justices on the point of form that the Metropolitan Railway Company should have been made co-defendants. This was accordingly done, and the amended bill was then dismissed without costs as aforesaid.

Rolt, Q.C., Selwyn, Q.C., and *Bagshawe*, for Mr. Galloway.

Sir H. Cairns, Q.C., and *Swanston*, for the City.

Sir R. Palmer, A.G., Jessel, Q.C., and *Bristowe*, for the Metropolitan Railway Company.

Their Lordships were of opinion that the Metropolitan Meat and Poultry Market (Western Approach) Act, 1862, gave the Corporation powers of compulsory purchase over all the lands specified in the Book of Reference mentioned in that Act, and that as the plaintiff's lands were specially included in that book, the Corporation were entitled to take the plaintiff's lands, whether required for the purposes of the Act or not. Their Lordships accordingly dismissed the first appeal with costs, and allowed the second appeal, and gave directions in both cases as to the costs below.

Solicitors for Mr. Galloway, *Van Sandau, Cumming, & Sons.*
Solicitor for the City of London, *T. J. Nelson.*
Solicitor for the Metropolitan Railway Company, *Burchells.*

LORDS JUSTICES.

April 27.

Ex parte Whittaker in re Seville.—This was an appeal in bankruptcy, the object of the appellant being to have the proof of a debt, which the Commissioner had admitted, expunged. It was alleged by the appellant that the respondents, the creditors, the proof of whose debt had been admitted, ought to have given up certain securities which they held; the respondents, however, alleged that these securities did not in any way affect the estate of the bankrupt.

Daniel, Q.C., and *Swanston*, for the appellant.

Bacon, Q.C., and *E. K. Karslake*, for the respondents, the creditors.

Begg, for the creditor's assignee.

The Lords Justices referred the matter back to the Commissioners for further inquiry.

MASTER OF THE ROLLS.

April 21.

West of England Lead Smelting Company, and St. Cuthbert Lead Smelting Company.

Stock applied, under the 87th section of the Company's Act, 1862, in these matters for leave to file a bill for specific performance of certain agreements to which these companies were defendants. The companies being wound up under the direction of the Court.

Pearson opposed, on the ground that substantially the same matters would be decided in another suit now pending and shortly to be heard.

Lord Romilly, M.R.—Leave given the applicant to produce an affidavit in support of the statements in the bill.

Solicitors, *Young, Maples, & Co.; Prance.*

Troup *v.* Ricardo.—*A. J. Lewis* applied in this suit for leave to withdraw a summons taken out by the plaintiff to have the evidence taken *viva voce*, without prejudice to the question of costs.

Several parties appeared by counsel and asked for their costs.

Lord Romilly, M.R.—I will make no order on the summons, except that the summoning party must pay the costs of parties appearing who were served with the summons.

April 19, 24.

Llewellyn *v.* Rouse.

Will—Construction—Repeated legacy—Apportionment—4 & 5 Will. 4, c. 22—Lease subsequent to the Act—Instrument prior to the Act.

This was a suit instituted to settle certain questions which arose on the will of Mrs. Leigh.

Selwyn, Q.C., Baggallay, Q.C., Jessel, Q.C., Druce, Pemberton, and *Freeling*, took part in the argument.

Two principal questions were contested in the case.

The first question related to the incidence of a legacy of £5,000 left by Mrs. Leigh to the daughter of Capel Miers.

In the first part of the will she devised certain property subject to "the payment of the legacies thereinafter bequeathed," as to two-thirds upon trust for R. Miers, and as to one-third upon trust for Capel Miers. And in a later part of the same instrument, after stating that a son had been born to Capel Miers, and that she was apprehensive that his daughter might be unprovided for out of the property she had devised to him, she charged all the third part or share of her real estate, which she had devised to Capel Miers, with the payment of the sum of £5,000, to be payable to Mary, the daughter of Capel Miers, at twenty-one. Disputes arose as to this bequest, whether the £5,000 was exclusively charged by the words in the later part of the will on her father Capel Miers, or whether it was equally charged upon all the property which was devised "subject to the legacies hereinafter bequeathed."

On this question his Lordship came to the conclusion (not on any reported cases, which he said had nothing whatever to do with it, but taking the whole of the will together) that the £5,000 was payable only out of Capel Myers' share, being merely a repetition of the legacy to his family in another form.

The second question was as to the apportionment of royalties on certain mines of which Capel Leigh, as tenant for life, had granted leases since the Apportionment Act, in pursuance of a power contained in a settlement dated 12th April, 1797.

It was contended by the plaintiffs that the quarterly or half-yearly payments of the said royalties were not apportionable, and that the estate of Capel Leigh was not entitled to any portion of such royalties. The conflicting decisions on this point are cited in *Plummer* v. *Whitely*, John. 585, 8 W. R. 120.

His Lordship held that the rents were apportionable; that the statute, being a remedial statute, should be liberally interpreted. He thought that the only case apparently contrary to such decision was that of *St. Aubyn* v. *St. Aubyn*, 1 Dr. & Sm. 64; but that decided only that the Act does not apply to royalties payable at uncertain periods, and he would follow the decision of Vice-Chancellor Wood in *Plummer* v. *Whitely*, John. 584, and hold that the Act applied in this case.

April 25.

Hancock *v.* Reeves.—*Will—construction—absolute interest or life estate.*—This suit was instituted for the purpose of ascertaining the construction to be put upon a bequest contained in the will of a testator. A testator gave to three of his daughters the interest on certain sums of stock (viz., £500), respectively, and in case either of such daughters should die under twenty-one, leaving issue, then he gave the sum of stock whereof such daughter was to receive the interest to such issue, and in case either of such daughters should die without issue, then he gave the interest of such sum of stock to the survivors of such daughters, and in case all his daughters should die under age and without issue, then the testator gave such sums of stock in the manner directed in his will.

The daughters all attained twenty-one, one had died leaving issue.

The questions were whether the daughters, on attaining 21,

took absolute interests, or whether the fund passed to the children of such of them as had issue, or in default of either of these constructions, whether the gift fell into the residue.

Ince, for the plaintiffs, the children of a deceased daughter.

Hardy for a surviving sister.

Hervey, for the residuary legatees, was not called on.

LORD ROMILLY, M.R.—The daughters only took life estates in the legacies. The testator, probably, intended to give the legacies over to the children, but he has not done so, except where the parent dies under 21, and, subject to the daughters' interests, the legacies fall into the residue.

April 21, 23, 26.

IN RE FINANCIAL CORPORATION.

This was a petition by a shareholder of the Financial Corporation for winding-up the company, which was admittedly in a state of insolvency. The petition was opposed on behalf of the Oriental Commercial Bank, on the ground that it would interfere with an amalgamation which had been agreed to between the two companies, on the faith of which the bank had paid £87,000 of the debts of the corporation. It appeared that in May, 1865, an arrangement had been come to whereby the corporation was to be wound-up voluntarily, and the bank were to take over all their assets, and to pay their debts for one year, subject to having such debts accounted for in the winding-up, and the shareholders in the corporation were to become shareholders in the bank on certain terms not material to this question. A gentleman named Clinch, a large shareholder in the corporation, had filed a bill to set aside the amalgamation on various grounds, and this suit was still depending.

The liquidators appointed in the voluntary winding-up found that they were unable to carry this arrangement out, on account of certain technical difficulties, and they accordingly caused a meeting of the shareholders to be called, which was held on the 9th April, when resolutions were come to by large majorities in favour of a compulsory winding-up order, and of a rescission or repudiation of the contract for amalgamation. This petition was thereupon presented.

Baggallay, Q.C., and *C. T. Simpson*, for the plaintiff.

Jessel, Q.C., and *Druce*, for the liquidators.

Hadden for the company.

Eddis for shareholders who supported the winding-up.

A. E. Miller, for Clinch, said that he had no objection to the order being made, provided leave was given to continue the suit for upsetting the amalgamation.

Sir Hugh Cairns, Q.C., and *Little*, for shareholders who were directors of the bank, opposed, on the ground that it was an attempt to get rid of the amalgamation by a side wind.

Baggallay, Q.C., in reply.

Re Gibraltar and Malta Bank, 14 W. R. 69, 1 L. R Ap. 69; and *Re Bank of Hindustan, &c.*, 14 W. R. 594 were referred to.

The Master of the Rolls asked whether the petitioners adopted or repudiated the amalgamation.

Baggallay, Q.C., said they did neither. The amalgamation was an open question which could be dealt with after the winding-up.

LORD ROMILLY, M.R., said that but for the cases before the Lord Justices he should have dismissed the petition with costs, as it seemed to him that petitioners ought not come for winding up until they had a complete case; but he understood the decisions of the Court of Appeal in the cases referred to as an intimation that when there were questions to be tried between companies, or between the company and its directors, which might influence the question of winding up or no, the petition should be directed to stand over to abide the settlement of such questions. Here it was clear that the winding up must be either on the footing of adopting or of repudiating the amalgamation, and as the petitioners declined to say on which footing they desired to proceed, he should, but for Mr. Clinch's Bill, have directed the petition to stand over with liberty to take proceedings to settle that question; as, however, that bill was apparently proceeding in due course, the proper order would be that the petition should stand over generally, with liberty to apply in case that suit should not be duly prosecuted.

Solicitors, *Flux & Argles*; *Langford & Marsden*; *Lowless, Nelson, & Goodman*; *Young, Maples, Teesdale, & Nelson*.

April 26.

CLARK *v.* WALLIS.—*Decree for specific performance—Rescision of contract after decree—Costs.* *Jones Bateman* moved, on behalf of the plaintiff, that the defendant might be ordered to pay within seven days the amount found due by the Chief Clerk, in respect of a contract for purchase of which specific performance had been decreed, or that such contract might be rescinded, and the defendant ordered to deliver up possession of the property to the plaintiff, and that the defendant might be ordered to pay all the costs occasioned by his non-completing the contract, and the costs of the present application, and that the plaintiff might be at liberty to retain the deposit in his hands in discharge of such costs.

He cited *Saunders* v. *Gray*, referred to in *Harding* v. *Harding*, 4 M. & C. 515; *Sweet* v. *Meredith*, 4 Giff. 207.

LORD ROMILLY, M.R.—Rescind the contract for purchase. Let an account be taken of the rents received by the defendant. Order delivery of possession to the plaintiff. The defendant to pay the costs of this application; the plaintiff retaining the sum paid as deposit on account of such costs; the balance to be paid by the defendant.

Solicitors, *Eldred & Andrew*.

April 28.

RE BRITISH UNION ASSURANCE COMPANY.—This case has been mentioned before.*

Since the petitioner was last before the Court fresh meetings had been held, and a voluntary winding up duly agreed upon, and the same liquidators appointed. The petitioner, however, was not satisfied, and he amended his petition by praying that another person should be associated as official liquidator.

Southgate, Q.C., and *Brooksbank*, for the petitioner.

Selwyn, Q.C., and *A. E. Miller*, for the Company; and *J. W. de L. Giffard*, for a majority of the creditors and contributories, opposed.

The Court directed the voluntary winding up to be continued under the supervision of the Court, and ordered the liquidator already appointed to give the usual security, to be approved of in chambers, with liberty to the petitioner to inspect all books and papers. Costs of all parties to be paid out of the estate.

April 26, 30.

HEMING *v.* QUEBRADA MINING COMPANY.

This was a motion that the company, who had purchased land from the plaintiff, should pay into Court certain sums alleged to be due or should give up possession.

It appeared that there was a contract that the company should have possession on payment of two sums of £10,000 each in August 1864 and 1865 respectively, and that the vendors would, on payment of certain further sums, execute a lease to the company for 999 years, and the company was then to mortgage their interest to secure the payment of the residue of the purchase-money.

The two sums of £10,000 had been paid, and the company had taken possession, but the vendors were unable to execute the lease for 999 years.

Southgate, Q.C., and *Druce*, for the plaintiff, referred to *Clarke* v. *Wilson*, 15 Ves. 316; *Wickham* v. *Evered*, 4 Madd. 53; *Younge* v. *Duncombe*, 2 Younge, 275; *Tindal* v. *Cobham*, 2 M. & K. 385.

Jessel, Q.C., and *Fry*, for the defendants, relied on *Gell* v. *Watson*, 3 Madd. 225.

Burtt for other parties.

Under the circumstances his Lordship said that the ordinary rule, that a purchaser could not both hold the property and retain the purchase-money, did not apply. The special nature of the contract entitled the company to retain possession. The motion must be dismissed with costs.

VICE-CHANCELLOR KINDERSLEY.

April 20.

JONES *v.* JESSOP.

This was a petition for payment of a fund out of court. No question arose except as to the costs of the trustee. It appeared that the solicitor of the petitioner

* 10 Sol. Jour. 415.

had written to him asking him to join in the petition, which he had declined to do, and that afterwards, when serving the petition on him, he had been warned that if he appeared, and had no objection to make, the payment of his costs would be opposed. Under these circumstances

A. E. Miller, for the petitioner, while admitting the general rule that all persons served with the petition should have their costs of appearance, urged that this trustee ought not to have appeared, and that his costs should be disallowed.

Lindley, for the trustee, was not called upon.

The Vice-Chancellor said that if you served a man with a petition, he must take it to a solicitor to see what it meant, and must pay that solicitor for perusing and advice. How could you then refuse him his costs? He considered that every person served with the petition had *primâ facie* a right to his costs of appearance. The costs of this trustee must be paid.

Solicitors, *Lowless, Nelson, & Goodman; R. W. B. Smith.*

VICE-CHANCELLOR STUART.

April 23, 24.

PATCH *v.* WARD AND ANOTHER.—This was a bill to set aside a decree of foreclosure. The plaintiff was a builder, and between the years 1843 and 1847 had borrowed various sums from the defendant, then acting as his attorney, on mortgage of certain leaseholds at Paddington and Notting-hill. The transactions between the parties had been very numerous; but the plaintiff becoming hopelessly involved in the year 1847, the defendant had foreclosed for the balance of the sums due, finally obtaining an absolute decree of foreclosure in May, 1849. The bill sought to set aside the decree on the ground of oppression on the part of the mortgagee, and on the ground of an informality in the proceedings, the suit having been carried through in the name of a mortgagee who had, since its institution, made an equitable assignment of his interest.

Malins, Q.C., and *Nalder*, for the plaintiff.

Giffard, Q.C., *Greene, Q.C.*, and *Bevir*, for defendants.

The Vice-Chancellor, without calling on the defendants, held that the plaintiff had shown no acts on the part of the defendants on which a charge of oppression could rest, and that there was no avoidable informality in the proceedings. Bill dismissed with costs.

April 27.

IN RE FAITHFULL.—This was a petition praying that a Mr. George Faithfull, a solicitor, might be ordered to deliver up certain documents formerly the property of one Miller.

Greene, Q.C., and *Rawlinson*, for petitioners.

Taylor (*Bacon, Q.C.*, with him), for respondent. Order as prayed.

GRAHAM *v.* HORN.—This case came on for further consideration on a question of costs, the defendant having, as a third mortgagee with admitted notice, set up a right to tack and subsequently abandoned the contention.

Malins, Q.C., and *Roxburgh*, for plaintiff.

Greene, Q.C., and *Chas. Hall*, for defendant. Plaintiff's costs ordered to be taxed and paid by defendant.

SHELLEY *v.* FUREY.—This was an administration suit praying that the amount of the distributive share of a child of one John Furey might be declared.

John Furey, a clerk in the Great Western Railway Company, died intestate in December, 1864, and entitled to personal estate. He left two children surviving, one by Ellen Flin, to whom he was alleged to have been married at Dublin, in 1824; and one by Mary Ann Cowan, to whom he was married in 1835. The widow of the second marriage raised the question whether the first marriage was a valid one.

The evidence went to show that no certificate of the marriage could be found; but that there was an entry of the marriage and the birth of two children in an old Bible, and that the intestate's children by Ellen Flin had been treated both by him and his second wife as his legitimate children. The evidence also showed that the intestate was a Protestant, and Ellen Flyn a Roman Catholic.

Malins, Q.C., and *Bird*, for the plaintiff, argued that the above circumstances were sufficient proof of the earlier marriage. It is not necessary to prove the contract itself. It is sufficient if the facts of the case are such as to lead to satisfactory evidence of such marriage having taken place.

Bacon, Q.C., and *F. O. Haynes.*—The circumstances of habit and repute might be of importance, but for the Irish Act, 19 Geo. 2, c. 13, which makes a marriage between a Protestant and Roman Catholic, if celebrated by a Roman Catholic priest, illegal. There is no evidence here that the parties were married otherwise than in a Roman Catholic Church. Taking all the circumstances of the case, they should outweigh the presumption of a marriage founded on habit and repute.

STUART, V.C., in giving judgment, held that the evidence was quite sufficient to establish the marriage, and that as the question had been raised by the widow with so little evidence against its validity, the costs of the suit must be paid out of the share of the testator's estate which came to her and her child.

Solicitors, *Clark & Co.; Few & Co.*

VICE-CHANCELLOR WOOD.

April 26.

THE UNIVERSITY LIFE ASSURANCE COMPANY *v.* THE METROPOLITAN RAILWAY COMPANY.

Giffard, Q.C., and *E. Ward* moved to restrain the defendants from entering upon certain premises which they required for the purposes of their Act on which the plaintiffs had a charge, the purchase-money and compensation for which had not been paid or tendered to the plaintiffs. By entering on the premises and constructing their works there, the defendants would damage the plaintiffs' security.

Rolt, Q.C., and *Bovill*, for the defendants, contended that they were entitled to redeem the plaintiffs or to have the charge apportioned, the premises in question being only a part of the plaintiffs' security, and that the entry of the company would not damage the plaintiffs' security.

WOOD, V.C., said that, as by section 84 of the Lands Clauses Act the defendants were forbidden to enter, except by consent, until they had paid or deposited the purchase-money and compensation, and they had sworn that they intended to enter and pull down the house, the injunction must be granted.

Solicitor for the plaintiffs, *Burchells.*

Solicitors for the defendants, *Talbot & Tasker.*

April 28.

MORGAN *v.* FULLER.

Adjourned summons requiring defendant to deliver further particulars of his objections to the plaintiff's patent. The particulars already delivered stated the use of the invention in former years in Great Britain, and that it had been manufactured by persons in and near London and other large towns, and that part of the invention was not new. The plaintiff required that the particulars should state the names and addresses of the persons by whom, and the dates at which, and the places in which, the invention had been used and manufactured, and what parts of the invention were not new.

W. Pearson, for the plaintiff, contended that the particulars delivered were too vague. He relied on *Penn v. Bibby*, 10 Sol. Jour. 392.

Fooks, for the defendant, argued that the object of the statute was merely to prevent surprise at the trial of the issues. It would be impossible to give all the particulars required, and the statute does not require this particularity.

WOOD, V.C., said that if the objection of the defendant were to be allowed, it would reduce the acts to a piece of waste paper. The place being given as Great Britain was simply useless. Defendant must state the use of the invention at such and such a date by such and such builders, and must specify the number and the character of the carriages. Any new objections must be sent in and these must be disallowed. When defendant does not know the names of the builders he must state that he knows of the carriages having been built, but not who were the builders.

Solicitor for the defendant, *G. F. Cooke.*

LUCAS *v.* JONES.—*Charitable Legacies—Practice—Summons issued before the making of the Chief Clerk's Certificate.*—Adjourned Summons.

This suit was instituted by the executor of Mary Margaret Prosser for the administration of her estate.

By an order made in the cause on the 18th of December, 1865, an inquiry was directed whether any and what estate of M. M. Prosser, the testatrix, was applicable to the payment of the charitable legacies in the will of the testatrix mentioned. This

order was being carried out in chambers, and the chief clerk had, it was said, decided that the sum of £95 18s. 3d. was the amount applicable to the charitable legacies. This being the only question in the cause, the plaintiff, without waiting for the certificate of the chief clerk, obtained a summons that he might be at liberty to pay the sum of £95 18s. 3d. in satisfaction of the legacies.

This summons having been adjourned into Court, and

James, Q.C., and *Freeling*, having been heard for the plaintiff,

C. C. Barber, for the charities, declined to argue the question what funds were applicable to the legacies, upon the ground that the summons was irregular, inasmuch as no certificate had as yet been made by the chief clerk.

The VICE-CHANCELLOR decided that, before the question could be determined, a certificate must be made.

Solicitor for the plaintiff, *Thos. Clark.*

Solicitors for the charities, *Dobinson & Geare.*

April 28, 30; May 1.

THE MIDDLE LEVEL COMMISSIONERS *v.* THE COMMISSIONERS OF THE NENE WASH LANDS.—This was a suit to compel the defendants to construct a sluice or lock at the upper end of Moreton's Leam, according to the plans and sections deposited with reference to the Nene Valley Act, 1852, as modified by the Nene Valley Act of 1862, and to restrain them from deepening or cutting a drain in a certain part of Moreton's Leam, unless and until they should have constructed such sluice or lock at the upper end of the leam, and from constructing or doing, or permitting to be done any other work, act, or thing whereby the water of the river Nene might be diverted from its flow through a certain sluice called Standground Sluice, and from prejudicially affecting the rights of the plaintiffs in a manner not authorised by the Nene Valley Acts.

The case turned on the construction of the Nene Valley Acts the plaintiffs insisting that the defendants who had been substituted for the former commissioners of 1852 by the Act of 1862, were bound, as such successors, to construct the particular sluice in question.

The Attorney-General, Giffard, Q.C., and *G. Osborne Morgan*, were for the plaintiffs.

Rolt, Q.C., Keane, Q.C., and *F. C. J. Millar*, were for the defendants.

WOOD, V.C., after discussing the provisions of the Acts bearing on the question, and the circumstances under which the defendants had been substituted for their predecessors, concluded that there was nothing new to authorise him to say that the legislature intended the defendants to construct the sluice in question, and he must therefore dismiss the bill with costs.

Solicitors for the plaintiffs, *Meredith & Lucas*; agents for *F. J. Wise*, March. For the defendants, *F. & T. Smith*, agents for *G. Moore Smith*, Whittlesea.

COURT OF QUEEN'S BENCH.

April 26.

BATES *v.* HEWITT.—*Mellish, Q.C.*, obtained a rule *nisi* to rescind an order of WILLES, J., changing the venue in this action.

CALEOW *v.* BLYTHE.—*Murray* applied for a rule calling on the defendant to show cause why he should not answer certain interrogatories. Rule refused.

EDMUNDS *v.* CLARK.—*H. James* obtained a rule *nisi* calling on the plaintiff to show cause why the judgment entered in this case should not be set aside, and a sum of money paid by the defendant returned to him.

FRAY *v.* BOWLES.—*Lucius Kelly* obtained a rule *nisi* on behalf of the defendant to vary an order made by the Court.

RE JAMES COOK.—*Leofric Temple* obtained a rule *nisi* for a *certiorari* to bring up a conviction under the licensing Act of 9 Geo. 4, c. 61, in order to quash it.

RUMBLE *v.* THE GREAT EASTERN RAILWAY COMPANY; MORTEN *v.* THE GREAT EASTERN RAILWAY COMPANY.—*W. T. Barnard* obtained rules *nisi* calling on the defendants to show cause why they should not issue their warrant to the Sheriff of London, to summon a jury to assess the amount of compensation to be paid to the plaintiffs for premises taken by the company.

April 27.

TAYLOR *v.* SHAFTO.—Special case and demurrer.

E. James, Q.C. (*Quain*, and *T. E. Chitty* with him), for the plaintiff, in support of demurrer.

Manisty, Q.C. (*T. Jones* with him), for the defendant. The case turned on the construction of a mining lease, which had been before Vice-Chancellor Wood, in accordance with whose decision the Court gave judgment for the plaintiff.

DONALD *v.* SUCKLING.—Demurrer.

Harrington for the plaintiff in support of the demurrer.

Gray, Q.C. (*Beresford* with him), for the defendant. The Court took time to consider.

GREENWOOD *v.* SCRAGG.—Special case.

Mellish, Q.C. (*Mc Intyre* with him), for the plaintiff. *Hayes, Serjt.* (*Brandt* with him), for the defendant.

The Court gave judgment for the plaintiff.

April 30.

NEWTON *v.* ROBY.—Tried at Westminster, before MELLOR, J., at the Second Sittings in Term.

Seymour, Q.C., moved for a rule to set aside the verdict for the defendant and for a new trial, on the ground of misdirection, and that the verdict was against the weight of evidence. Rule refused.

BILBOROUGH *v.* KENNEY.—Tried at Westminster, before SHEE, J. The action was for a libel. Verdict for the plaintiff for £100.

Chambers, Q.C., moved, pursuant to leave reserved, to enter a verdict for the defendant or to reduce the damages, on the ground that there was no evidence of special damage; that the special damage alleged was too remote, and that the damages were excessive. Rule refused.

Garth moved, on behalf of the Incorporated Law Society, for a rule calling on an attorney of the Court to show cause why he should not be struck off the rolls for misconduct. Rule *nisi*.

EX PARTE LAWRENCE CASTALEONE.—*Digby* moved for a rule *nisi* for a *certiorari* to bring up a conviction against the defendant as a rogue and vagabond, for holding a lottery under the 42 Geo. 3, c. 119. Rule refused.

REG. *v.* CHADWICK AND OTHERS, JUSTICES.—*Williams* showed cause against a rule obtained by *Holker* calling on the defendants to show cause why they should not pay the costs of obtaining a writ of *mandamus*. Rule absolute.

IN THE MATTER OF AN ARBITRATION BETWEEN LEVINSTEIN AND MECKLENBURG.—*Holker* moved for a rule for payment of costs under the award. Rule absolute.

EX PARTE JAMES WHITLEY; RE THE BOROUGH OF HALIFAX.—*Philbrick* moved for a writ of *certiorari* to bring up a rate made for the Borough of Halifax. The Court, considering that it was a question for an appeal, refused the rule.

IN THE MATTER OF AN ARBITRATION BETWEEN GREY AND BURCHELL.—*Lush* moved for a rule as to payment of costs under the award. Rule absolute.

BOROUGH OF ST. IVES.—*Thompson* obtained a rule for a *mandamus* to the Mayor of St. Ives, to elect auditors. Rule *nisi*.

DOUBBLE *v.* REYNELL.—*Huddleston, Q.C.*, and *R. E. Turner*, for the plaintiff, showed cause against a rule for a new trial obtained by *Coleridge, Q.C.*, who, with *H. E. James*, appeared in support of the rule. Rule absolute.

STRONG *v.* BERRY.—Tried at London, before MELLOR, J. Verdict for the plaintiff.

Huddleston, Q.C., and *Philbrick*, showed cause against a rule obtained by H. T. Cole.

Hawkins, Q.C., in support of the rule. Rule discharged.

LECOCQ *v.* SOUTH-EASTERN RAILWAY COMPANY.—*Murphy* moved for a rule calling on the Master to review his taxation. The verdict was for the plaintiff, and both plaintiff and defendant sent counsel to Paris on commission. The defendants having to pay the costs, the Master refused to allow the charge for the plaintiff's counsel. Rule refused.

May 1.

MEE *v.* PARREN.—Special case.

Mellish, Q.C. (*Lumley Smith* with him), for the plaintiff.

Brown, Q.C. (*Macnamara* with him), for the defendant.

Cur. adv. vult.

BANKART *v.* PECKHAM.—Demurrer.

Mellish, Q.C. (*Beresford* with him), for the defendant.

Field, Q.C. (*R. E. Turner* with him), for the plaintiff.

Judgment for the defendant.

GILLESPIE *v.* NEWTON.—Special case.

Dowdeswell for the plaintiff. Part heard.

EUROPEAN CENTRAL RAILWAY COMPANY *v.* KEIRBY.—Demurrer to a plea.

Rew for the defendant.

Kingdon for the plaintiff. Judgment for the plaintiff.

WINDUS *v.* CROOK.—Demurrer.

H. Matthews for the plaintiff.

Dixon for the defendant. Judgment for the defendant.

COURT OF COMMON PLEAS.

April 24.

WYNNE, *Appellant*, *v.* BEST, *Respondent*.

This was an appeal from the county court of Westminster. The action was trover for certain goods which the respondent (the plaintiff at the trial) claimed under a bill of sale, made by a woman named Cooper, styled in

the bill of sale "spinster." The appellant (the defendant at the trial), who was the tenant of the house in which the goods were, had taken possession of them under a pretended distress, alleging that Cooper was his under-tenant, and had at the same time ejected the man who had been put into possession of them by the respondent. Cooper swore at the trial that she was a married woman, and had been so at the time of the execution of the bill of sale. The judge found that the distress was collusive; that Cooper was not the appellant's under-tenant, and, without giving an opinion as to whether she was married or not at the time of the execution of the bill of sale, held that there was a sufficient possession in the respondent as against the appellant, who was a mere wrongdoer.

Thesiger appeared for the appellant.

McIntyre for the respondent.

The COURT affirmed the judgment on the ground that the respondent was in possession of the goods, and the appellant was guilty of a wrongful act in turning him out, as it was found by the judge that the relation of landlord and tenant did not exist.

Attorney for the appellant, *Moon*.

Attorney for the respondent, *Roberts*.

April 25.

EX PARTE PEPPERCORN.—*R. E. Turner* moved for an order to the examiners of persons desirous to be admitted attorneys to grant the applicant a certificate under 23 & 24 Vict. c. 127, s. 10. The same application had been made to the Queen's Bench and refused (see *Ex parte Peppercorn*, 14 W. R. 606). To be mentioned again.

SKINNER *v.* CONROY.—*Quain* for the defendant obtained a rule for a new trial on the ground of surprise. Rule *nisi*.

RE AN ATTORNEY.—*Prentice* applied to strike an attorney off the rolls at his own request. Application granted.

BIGGS *v.* DIX.—*Udall* moved to make absolute a rule *nisi* for payment of money under an award, no cause being shown against it. Rule absolute.

ENGLAND *v.* MARSDEN.—The rule in this case was discharged on April 23, in favour of the defendant.

Cole applied that the defendant might have his costs.

Per Curiam.—Let it be part of the rule, that it is discharged with costs.

WEBBER *v.* TRUSCOTT.—The plaintiff in person obtained a rule to set a side an award on the ground that the arbitrator refused to allow certain witnesses to be called.

Rule *nisi*.

April 26.

NIEL *v.* USHER.—In this case, which had been moved on a previous day, the Court refused a rule for a new trial as the judge was satisfied with the verdict. Rule refused.

GOWARD *v.* THE EARL of CARDIGAN.—In this case, which was moved on the 25th of April, the Court refused a rule for a new trial. Rule refused.

EX PARTE PEPPERCORN.—In this case, which had been before the Court on the 25th of April, *Turner* read an additional affidavit.

The Court intimated that they were anxious to relieve the applicant, and would consult the Queen's Bench.

Cur. adv. vult.

FRIETAG *v.* DUNNAGE.—In this case, which was moved on the 23rd of April, the Court, after consulting WILLES, J., granted the rules on both points. Rule *nisi*.

BENWELL *v.* NEWTON.—This was a motion to set aside service of a writ of summons, with costs to be paid by the plaintiff or his attorney. The affidavit of the defendant showed that he was plaintiff in the action of *Newton* v. *Roby* now depending in the Queen's Bench, and which came on to be tried before MELLOR, J., and a common jury about half past ten on Tuesday the 24th of April, and was concluded about a quarter to four the same day, and that *D. Howell*, the attorney for the plaintiff in this action, was attorney for the defendant in *Newton* v. *Roby*. The affidavit then went on as follows:—

3. "I attended at the said trial of *Newton* v. *Roby* from the sitting of the Court to its rising on the 24th April, and was examined as a witness in support of my own case.

4. "Between one and two on the said day I was, after having been examined as such witness, sitting immediately under my counsel in the attorneys' seats, where a clerk of the said D. Howell served me with the copy writ annexed, when my counsel remonstrated with Mr. Howell on this contempt of court, and Mr. Howell then took back from my attorney, to whom I had handed it, the said copy writ.

5. "Immediately after the verdict was delivered in *Newton* v. *Roby*, the same clerk of the said D. Howell, by his order, served me with the same copy writ (exhibited therewith) in court in front of the judge, just as he was leaving the court about a quarter before four o'clock. I said to him, 'Do you insist upon serving me here?' He answered, 'Yes.' I then left the court.

6. "The plaintiff Benwell was in court during the trial attending as a witness for the said defendant Roby."

Huddleston, Q.C., in support of the motion cited *Cole* v. *Hawkins*, 2 Strange, 1094; and Taylor on Evidence, 2, 1039, but admitted that *Poole* v. *Gould*, 1 H. & N. 98, was against him.

The Court held that the service of the summons was not irregular, and that they were bound by the authority in the Court of Exchequer. Rule refused.

Attorney for the defendant, *Thomas Heydon*.

TALLERMAN *v.* ROSE AND OTHERS.—This was an action against the defendants, who were oil brokers, on a contract to sell forty tons of oil for the plaintiff, to obtain payment of the price, to deliver to the purchaser correct invoices of the oil, and if the defendants were unable to obtain payment to give the plaintiff notice thereof. The defendants sold the oil to Messrs. Monninger & Denninghoff, on the terms that it should be delivered at the rate of ten tons a month alongside a vessel in the Thames, or docks; and the breaches alleged were, that the defendants did not obtain payment for a lot of ten tons, and did not deliver true invoices, and that although they failed to obtain payment they did not give the plaintiff notice, whereby he was prevented from stopping the oil, which was forwarded *via* Newhaven to Paris. The pleas traversed all the material averments in the declaration.

The plaintiff having obtained a verdict for £345 odd, a rule was obtained to enter the verdict for the defendants or for a nonsuit, persuant to leave reserved, on the ground that there was no evidence to go to the jury of the plaintiff's case as alleged in the declaration, or for a new trial on the grounds of imperfect direction in leaving the question of negligence to the jury, or of the verdict being against the weight of evidence.

Sir G. Honyman showed cause against the rule.

Henry James supported it.

The Court said that the rule must be made absolute for a new trial on the terms that the costs of the first trial should be defendant's costs in the cause.

Rule absolute for a new trial.

Attorneys for the plaintiffs, *Thomas & Hollams*.

Attorneys for the defendants *W. & W. A. Waller*.

STUBBS *v.* BARRETT.—*Thomas* moved for a new trial.

Rule refused.

April 30.

RUMBELOW *v.* NICHOLSON.—This was an action for breach of promise of marriage, in which the jury gave a verdict for the defendant.

Hawkins, Q.C., for the plaintiff.

Keane, Q.C., *C. Pollock*, and *Douglas Brown*, for th defendant.

Stet processus, the letters on both sides to be returned.

PERRIN AND ANOTHER *v.* NICHOLL.—*Gibbons* moved to set aside the verdict for the defendant and for a new trial, on the grounds of misreception of evidence, and the verdict being against the weight of evidence.

Suspended to consult Willes, J.

LIGHT *v.* TRUMAN.—*Dixon* moved to rescind an order of SMITH, J., for the delivery of particulars with items and dates of the plaintiff's negligence relied on. The action was for the wrongful dismissal of the plaintiff, an engineer employed by the defendant to superintend the construction of certain railways in Italy. It was urged that as the negligence imputed related to extensive works which had occupied a long time in construction, it was impossible to give these particulars. [KEATING, J.—The order is in the usual form in cases of this kind, but it must be read according to the particular circumstances.] Rule refused.

IN THE MATTER OF AN ARBITRATION BETWEEN THE WANSBECK RAILWAY COMPANY AND TROWSDALE AND OTHERS.—*C. Pollock* moved to set aside two awards of the 31st of October, 1865.

The Court held that the application was too late, and that they would not make any further exception to the rule on that point. Rule refused.

Attorneys for defendants, *C. & H. Tahourdin.*

THOMAS *v.* TWENTY-SEVEN DIFFERENT DEFENDANTS.—These were actions for infringement of a patent.

Mellish, Q.C., obtained a consolidation rule.

RIVERS *v.* KNOWLES.—This was an action for non-performance of a contract for the sale of a coal business, and the main question raised was whether it involved an interest in land within the 4th section of the Statute of Frauds. The plaintiff having obtained a verdict,

Pearce and *Bridgman* showed cause against a rule for a new trial.

E. James, Q.C., and *Foard*, supported it.

By the advice of the Court, who thought it a hard case on both plaintiff and defendant, the Midland Railway Company having refused to renew the lease, both parties consented to a *stet processus.* *Stet processus.*

Plaintiff's attorney, *Edward Evans.*

Defendant's attorney, *J. Anderson Rose.*

May 1.

ROBINSON *v.* WRAY.—This was a special case. The action was for trespassing, in pursuit of game, upon certain stinted pastures called Wassett Fell and Bishopdale Edge, in the manor of Thoralby, in the North Riding of Yorkshire.

The plaintiff claimed the right of shooting over the land in question, as lord of the manor, and the defendant claimed to be entitled to the soil, and with it the right of shooting, under a private Inclosure Act passed in 1811.

Mellish, Q.C., and *Kemplay*, appeared for the plaintiff.

Manisty, Q.C., and *Quain*, for the defendant.

The Court decided in favour of the defendant, without calling upon his counsel.

Attorneys for the plaintiff, *Williamson, Hill, & Co.*

Attorney for the defendant, *R. T. Jarvis.*

COURT OF EXCHEQUER.

April 20.

LANCASHIRE COTTON SPINNING COMPANY *v.* GREATOREX.—*Holker* moved to set aside an order of WILLES, J., for inspection of documents. Rule refused.

LASCELLES *v.* BRACEWELL.—Tried before LUSH, J., at Liverpool. Verdict for plaintiff.

Quain moved for a new trial, on the ground that the verdict was against evidence. Rule refused.

April 23.

MILLETT *v.* CASELEY.—This was an appeal from the judge of the County Court of Cornwall.

Cole argued for the appellant; *Kingdon* for the respondent. Appeal dismissed.

TAYLOR *v.* CHICHESTER RAILWAY COMPANY.—This was a special case to determine the liability and on construction of a contract.

Manisty, Q.C., and *Gadsden* were for the plaintiff, and *Bovill, Q.C.*, for the defendant. Judgment for plaintiff.

ROBINSON *v.* EMERSON.—This was a demurrer to a declaration for penalties under 55 Geo. 3, c. 15, s. 6.

Serjt. Atkinson argued for the demurrer; *Manisty, Q.C.*, and *A. Wells* were against it. Judgment for plaintiff.

REINHEIMER *v.* THEJWISSEN.—This was a demurrer to a plea of a composition deed, pleaded *puis darrein* continuance to a declaration upon a bailment and for detinue.

Hopwood appeared in support of the demurrer, *Gibbons contra.* Judgment for plaintiff.

April 24.

WALLACE *v.* GAUNTLET.—*Beasley*, in this case, moved to set aside the certificate of the Master, to whom it had been referred on a question of costs.

MARTIN, B.—We have no power to deal with this matter. The Master is an arbitrator, and has given his decision. There will be no rule. Rule refused.

MARKS *v.* LEVI.—*Arthur Charles*, in this case, moved to refer the matter back to the Master, on the ground that his counsel being absent the plaintiff was unable to do justice to his own case. The Master had refused a postponement applied for on that ground. The Court were of opinion that there was no pretence for the rule, and that the question of adjournment was entirely a matter in the discretion of the master.

Rule refused.

April 25.

WEBSTER *v.* GILLESPIE.—This was a special case to determine the title to goods pledged by the plaintiff's agent with the defendant.

Field, Q.C., and *C. E. Pollock* were for the plaintiff, and *Sir G. Honeyman* and *Macleod* for the defendant. Judgment for plaintiff.

MANNING *v.* TAYLOR.—This was a special case to determine the construction of a will.

Joshua Williams, Q.C., and *Anstie*, appeared for the plaintiff, and *Mellish, Q.C.*, and *Lopes* for the defendant. Judgment for plaintiff.

April 26.

PLATT *v.* HIGGINS.—*Macrory* appeared to show cause in this case, but no counsel appearing in support of the rule, the cause was struck out of the paper, and the rule discharged.

WHEELER *v.* THE LONDON, BRIGHTON, AND SOUTH-COAST RAILWAY COMPANY.—A rule was obtained in this case to set the nonsuit aside, and enter a verdict for the plaintiff for £10 in accordance with the finding of the jury.

A. L. Smith appeared to show cause.

D. Seymour, Q.C., and *Nasmith*, on the other side, were not called upon. Rule absolute.

BENNETT *v.* HARVEY.—*Coleridge, Q.C.*, and *Raymond*, showed cause in this case.

Denman, Q.C., and *F. Russell*, appeared in support of the rule. Rule discharged.

April 27.

DAVIS *v.* DAVIS.—Action of ejectment, tried before BYLES, J., at Taunton. Verdict for plaintiff. A rule *nisi* was obtained this Term for a new trial, on the ground of misdirection.

Kingdon now showed cause against the rule.

Cole supported it. Rule absolute.

SMITH *v.* CORKE.—Action of slander, tried before POLLOCK, C.B., at Lewes. Verdict for plaintiff. A rule *nisi* was obtained this Term to set aside the verdict, on the ground that there was no evidence for the jury of the words having been used in an actionable sense.

Joyce now showed cause. *Willoughby* appeared in support of the rule. Rule absolute.

ASHFORD *v.* BINNS.—Action of trover, tried before BRAMWELL, B., at Chester. Verdict for plaintiff. Rule *nisi* for new trial, on the ground of misdirection.

Morgan Lloyd now showed cause. Rule absolute.

April 30.

BLAKE *v.* DAMES.—This was a special case on the construction of a tenancy agreement.

Cole was for plaintiff.

Bush Cooper for defendant. Judgment for plaintiff.

PINDER *v.* COQUI.—This was a special case upon a guarantee.

Keane, Q.C., was for plaintiff.

W. G. Harrison for defendant. Judgment for defendant.

May 2.

LINNEY *v.* ROBINSON.—This was a special case upon the construction of an agreement.

Bere for the plaintiff.

Kemp for defendant. Judgment for defendant.

PRICHARD *v.* TIMOTHY.—This was an appeal from the county court of Anglesey.

J. Brown, Q.C., was for the appellant.

Macnamara for the respondent. Appeal dismissed.

COURT OF BANKRUPTCY.

April 27.

(Before Mr. Commissioner GOULBURN).

IN RE CHARLES JAMES WAGHORN.—Mr. Waghorn was an attorney, having offices at 36, Mark-lane, and at 33, Great Tower-street, and this was a sitting for examination and discharge. The accounts filed by the bankrupt show the following figures:—Creditors unsecured, £1,262; creditors holding security, £335; liabilities on accommodation bills, £178; creditors to be paid in full, £5; doubtful debts, £70; bad debts, £723; property in the hands of creditors, £175. The bankrupt states his difficulties to have arisen in consequence of losses sustained in business, the expenses of his family, and want of capital.

Davis appeared for the assignees, and

Reed for the bankrupt.

Mr. Graham, the official assignee, adverted to the circumstances that the books used by the bankrupt in his business had not been given up according to the usual practice.

The bankrupt explained that he had no books of account.

Mr. Commissioner GOULBURN said he could hardly suppose that a solicitor could conduct his business without books.

Upon examination the bankrupt admitted that he had a day-book and a diary, from which the bills of his clients would be

prepared. He had not thought it necessary to give up those books.

Mr. Commissioner GOULBURN said it was for the Court to judge whether the books were such as the bankrupt was bound to surrender, and the bankrupt could not pass until the usual practice had been followed.

Reed referred to *Re Holden*, 12 W. R. 183, where Lord Chancellor Westbury decided that the books of a solicitor were not the subject of sale by assignees, inasmuch as the secrets of his clients might be made public thereby.

Mr. Commissioner GOULBURN.—The power of the assignees to sell is quite another point. The bankrupt must give up the books, with leave to him to apply for their return on a future day. An adjudication was then taken upon those terms.

May 3.

(Before Mr. Commissioner HOLROYD).

IN RE S. B. F. LAMB.—A sitting for examination and discharge was held under the bankruptcy of Mr. Lamb, who was a solicitor in Gray's-inn.

Reed and *Griffiths* opposed for creditors, and *Brough* supported the bankrupt.

The bankrupt applied to the Court upon his own petition, and a severe contest ensued for the choice of assignees. No accounts have yet been filed under the bankruptcy, but it is believed that the debts and liabilities are about £2,000, with assets dependent upon the result of claims against clients. Delay had arisen in the preparation of the necessary accounts in consequence of the bankrupt's illness.

His Honour granted an adjournment for two months.

IN RE J. BEATTIE.—The case of this bankrupt, who was an attorney in the Ball's Pond-road, again came before the Court upon an adjourned sitting for examination and discharge.

Byles was for the assignees; *Reed* for a creditor; and *Griffiths* for the bankrupt.

Since the last sitting additional accounts have been filed, and further time was desired by the opposing creditor.

His Honour granted an adjournment.

COURT OF PROBATE.

April 24.

TAILBY AND BROWN *v.* MILES AND MILES.—This was a testamentary suit which was tried by MARTIN, B., at the last assizes at Leicester, when a verdict was found for the plaintiff.

The issues raised at the trial were—1st, Whether the will in dispute was duly executed; 2nd, whether, at the time of the execution, the testatrix was of sound and disposing mind; 3rd, whether the will was obtained through undue influence.

D. D. Keane, Q.C. (*Metcalfe* with him) now moved for a new trial, on the ground that the verdict was against the weight of evidence, and that the learned judge had misdirected the jury in telling them that the onus of proof of the 1st issue—*i.e.*, that of the execution, lay on the plaintiff, and that of the 2nd and 3rd issues on the defendant.

Swabey, Dr., contra.

Sir J. P. WILDE directed that the short-hand writer's notes of the summing-up should be supplied to him, and intimated that he should consult the learned judge who tried the cause, before he granted or refused the rule.

COURT OF DIVORCE.

April 24.

BILLINGAY *v.* BILLINGAY AND THOMAS.

This was a petition for dissolution of a marriage by a husband on the ground of the wife's adultery.

The trial took place (December 8th and 9th) before the Judge-Ordinary and a common jury, when the Court pronounced a decree *nisi* and condemned the co-respondent in costs; the jury at the same time expressing a wish that the sum of £300, which they had assessed as damages against the co-respondent, should not go to the petitioner, but should be settled on the children of the marriage.

Searle now applied that an order should be made that the £300 should be applied to the maintenance and education of the children.

Deane, Dr., Q.C., for the petitioner, *contrâ*.

WILDE, J.O., ordered that the damages should be paid into the registry within a fortnight; that the husband should be allowed "indemnifying costs"—*i.e.*, all the additional costs which he could not recover from the co-respondent—such costs to be taxed; and that the residue should be paid to a trustee and settled upon the children for their maintenance and education.

REVIEW.

Kain's System of Solicitors' Bookkeeping.

In the review in our last week's impression of Mr. George James Kain's Solicitors' system of Bookkeeping we said "of the triple column system we cannot speak, as, though referred to in the work before us, it is not described." We have since been favoured with a copy of that work, and we must, in justice to Mr. Kain, say that it fully bears out the numerous testimonials which the author possesses from gentlemen of the highest standing in the profession, some of whom state that they have had the triple column system in use for fifteen years, and have found it most easy, most useful, and, beyond all doubt, the best system yet established, and several gentlemen testify that they have saved many hundreds of pounds by its adoption.

COURTS.

COURT OF QUEEN'S BENCH.

April 30.—*In re an Attorney.*—Mr. Garth, on behalf of the Incorporated Law Society, moved for a rule calling upon the attorney to show cause why he should not be struck off the rolls for misconduct. In Hilary Term, 1864, Mr. James Hanley, the attorney's articled clerk, made application to be admitted an attorney. It then appeared that Hanley had been employed to make a person named Rickman a bankrupt, and a debt to a person named Durnford had been nominally incurred to enable the latter to become the petitioning creditor. Hanley was unable to give an explanation of his conduct in this matter to the satisfaction of the examiners, and they refused to examine him. He made another application in the following Term, when Durnford made an affidavit that Rickman's was a *bonâ fide* debt, and that in reality the clerk had not been at all concerned in it, but the attorney. The attorney also made a similar affidavit. The matter was then referred to Master Brewer, who disbelieved the affidavits of Durnford and the attorney, and reported that in reality the charge against Hanley was correct. The attorney made a subsequent affidavit, which the Master also considered untrue.

The COURT said the learned counsel had stated sufficient for them to grant the rule.

—— *Unwin, Appellant*, v. *Clarke, Respondent.*—This was a case involving a point of some considerable importance to masters and workmen, especially in the manufacturing districts. The respondent was a working cutler at Sheffield, and the appellant is a master cutler at the same place. In November, 1865, the respondent entered into a written contract with the appellant to work for him for two years on a certain schedule of prices. Before the expiration of the term the respondent left the appellant on the ground that the master refused to raise his wages, and stated that he would rather go to prison and break his contract than continue to work under it. He was summoned before the magistrates, where he expressed a similar opinion, and he was convicted and sentenced to hard labour for twenty-one days. He served his time of imprisonment, and when he was discharged from prison he refused to return to his work. He was again summoned before the justices, when he excused himself from returning to his work on the ground that the contract was broken. The magistrates considering that respondent *bonâ fide* believed that his contract was broken by the imprisonment, refused to convict him a second time, and on the request of the appellant the justices had stated a case, and asked for the opinion of the Court whether, under the circumstances, they had the power to commit the respondent to prison a second time, as they would have done if they had thought they had the power.

Mr. *Price, Q.C.*, appeared for the appellant; Mr. *Quain* for the respondent.

The COURT held that the justices ought to have convicted the respondent a second time. The first imprisonment did not put an end to the contract.

Judgment accordingly.

MANCHESTER BANKRUPTCY COURT.

(Before Mr Commissioner JEMMETT.)

April 25.—*Re Briggs.*—The main question in this case was whether a creditor, having signed a deed for a sum less than was actually due to him, was barred from subsequently

proving for the full debt. The case involved other points of minor interest.

The learned Commissioner said that he was of opinion that Messrs. Hilton & Co., by signing the deed of composition, became entitled to receive instalments to the amount of the promissory notes in the hands of Mr. A. Heather, in respect of £250 only, the amount inserted in the deed of composition; that the deed of composition became void by default in the payment of the third instalment; that Messrs. Hilton & Co. were entitled to prove under the deed of assignment for the £250, minus the sums received or receivable on the promissory notes, and to add to their claim the £118 due to them as joint creditors, and not mentioned in the deed; that all the creditors under the composition deed were joint creditors, and might prove under the assignment for the amount of their original debts, after deducting what they had received from the promissory notes, but they could not receive any dividend until the separate creditors were fully paid.

GENERAL CORRESPONDENCE.

Call to the Bar.

Sir,—Will you or any subscriber be so good as to inform me what the necessary steps are for a certificated solicitor to take who wishes to go to the bar? Is it requisite for him to pass a second examination. An Old Subscriber.

The Cannon-street Murder.

Sir,—I have seen a letter in last Saturday's Journal from the solicitor who appeared before the Coroner and before the Lord Mayor, for the defence of Smith, who stands charged with having committed the murder in Cannon-street. You, who have doubtless perused his letter, will not be surprised when I tell you that I was very much startled by the statements it contained; for, I think, there are very few who will not be surprised at them. Indeed, so extraordinary did they appear, that I was at first disposed to think that the writer had, perhaps unintentionally, varied or coloured the real facts so as to aggravate the charge he was bringing. However, I could not believe that a respectable professional gentleman would be so wicked or so foolish as to rush into print with a falsehood. I therefore take for granted the truth of what he has stated, and leave him to stand or fall according to the accuracy of the version he has given. He tells us that he was removed from the coroner's court by order of that functionary, in consequence of his requesting certain evidence given at the inquest to be taken down. Now this statement surprises me, not because I am ignorant that a Coroner has a discretion as to admitting or excluding persons from his court—this is laid down in some of our old law books, and in the judgment in *Garnett* v. *Ferrand*, 6 B. & C. 611—not because I thought the Coroner did something which he had no legal right to do, but because of so extraordinary and uncalled for an exercise of a legal right. If a man should take it into his head to order his friend and visitor, whom let us suppose he has himself invited, out of his house, without the least cause of complaint, there is no doubt that he would do a thing which he had a perfect right to do; and yet it would surprise not only the friend so ill-used, but any other reasonable person. There are numbers of things which it is perfectly legal to do, and yet the doing of which would be most atrocious. None of those cases, however, are entirely analogous to the case before us. A man may turn a friend out of his house without any cause, and no matter what the motive may be by which he is actuated, yet the law can in no way lay its hands on him. It is not, however, exactly the same with a Coroner in the exercise of his discretion to exclude or remove a person from his court; for, if he should do so maliciously, he can be proceeded against by a criminal information. There is also known at Common Law a writ *de coronatore exmerando*, by which this functionary may be "relieved" of his duties for misconduct; and under 25 Geo. 2, cap. 29, he may be "amoved" for corruption, neglect of duty, or misbehaviour. It would seem, therefore, that even a Coroner is not at complete liberty to set at defiance all the rules of decorum and propriety.

I do not say that what is alleged by your correspondent against this coroner would constitute such misbehaviour as would be sufficient to set the statute in motion against him. Perhaps the only tribunal before which he is amenable is that of public opinion, which, however, is, we trust, sufficiently powerful to cause him to regret what, according to the statement of your correspondent, seems to be an outrageous exercise of an odious discretion. Shakespeare seems to have had this case in his prophetic eye when he wrote these words:—

> —Man here below,
> Dressed in a little brief authority,
> Plays such fantastic tricks before high heaven
> As make the angels weep.

Lex.

[From our knowledge of the learned gentleman reflected upon, we are satisfied that there is *some* explanation of his conduct in the back-ground; but we cannot conjecture what it is, and will be very glad if this letter should have the effect of inducing him to see the propriety of disclosing it.—Ed. *S. J.*]

Conveyancing.

Sir,—In answer to "a Student" I beg to say—

1. The tenant in tail may in equity be compelled to specify performance only as to so much as he can dispose of by a contract in writing, viz., his life estate, or the vendee may elect to sue at law and obtain damages for the non-performance of the contract. Of course the tenant in tail can part with his whole estate so as to bar his issue as well as remainders only under the provisions of 3 & 4 Will. 4, c. 74. See Shelford's Real Property Statutes, p. 364; *Davis* v. *Tollemache*, 2 Jur. N. S. 1181.

2. A will informally executed is made effectual by a codicil properly executed referring to the will. *Allan* v. *Maddock*, 11 Moo P. C. C. 427; *Re Claringbull*, 3 No. Ca. 1; 1 Jarm on Wills, 112-13.

3. The statute 7 & 8 Will. 3, c. 38, which enables corporations to hold lands in mortmain under licence, includes the case of a purchase of lands for such purpose, for the words are "to *aliene* in mortmain," and also to purchase, acquire, take, and hold in mortmain. Tudor's Char. Trusts, 36.

E. S.

A Student.

Sir,—In answer to your question "Is a will informally executed made effectual by a codicil properly executed referring to the will," I beg to refer you to the case of *Allen* v. *Maddock*, 11 Mo. P. C. C. 427, and to Jarm. on Wills, Vol. 1, 3rd ed. p. 111, where you will find it distinctly set forth that "where a will is defectively executed, and is referred to by a codicil duly executed, the will is rendered valid. Henry Fitzherbert.

3rd May, 1866.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Tuesday, May 1.

Sale of Lands by Auction Bill.

This Bill was read a third time and passed.

HOUSE OF COMMONS.

Tuesday, May 1.

Patent-Office.

Sir J. Fergusson gave notice that on that day month he would move that an humble address be presented to her Majesty, praying that an inquiry might be instituted into the state of the Patent-office.

Admiralty Court (Ireland).

The Attorney-General for Ireland moved for leave to bring in a bill to extend the jurisdiction, alter and amend the procedure and practice, and regulate the establishment of the Court of Admiralty in Ireland.

It was proposed that the present judge of the Admiralty Court should retire upon his full salary.

Sir C. O'Loghlen, Q.S., was of opinion that the present jurisdiction of the Court of Admiralty in Ireland ought to be placed upon the same footing as the Court of Admiralty in England, but he objected to the principle of amalgamating the Court of Probate and the Court of Admiralty. He asked whether there were any provisions in the bill relating to the compensation of proctors.

Mr. Maguire thought the Government had acted wisely in bringing forward this measure, but he thought some reason

ought to be given why this court was to be handed over to a judge who had sufficient on his hands already.

Mr. Serjt. ARMSTRONG hoped they would hear, when the proper time arrived, the reasons of the Government for departing from the recommendations of the commission.

Leave was then given.

Wednesday, May 2.

THE CASE OF THE REV. MR. GRAY.

Mr. SHERIFF inquired of the Home Secretary whether his attention had been directed to the case of the Rev. G. R. Gray, which has been already noticed in these columns.*

Sir G. GREY said the magistrates sent to him a full statement of all the circumstances, and upon reading their report he thought the case was one that required the attention of the Lord Chancellor, with whom alone rested the power of removing any magistrate from the commission. Without expressing any opinion himself upon the matter, he sent all the papers to the Lord Chancellor, and a few days ago received a reply from his lordship, under date of the 26th April. The Lord Chancellor stated that he had written to Mr. Gray, pointing out the great impropriety of his conduct, and that that gentleman had since forwarded to him a long letter of explanation, in which, while admitting the facts as reported, he declared that he was actuated only by conscientious motives and trusted that his good intention and his long services as a magistrate might be taken as a set off against this error of judgment. Under these circumstances the Lord Chancellor, though highly condemning the conduct of Mr. Gray, would refrain from taking further action in the matter.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting held at the Law Institution, on Tuesday, the 1st May inst., Mr. Bradford, LL.B., in the chair, the following question was discussed—"In reckoning the majority in value of creditors whose assent is requisite to the validity of a deed of assignment under the Bankruptcy Act, 1861, s. 192, ought the value of the securities of the secured creditors assenting to be deducted?"—*Whittaker* v. *Lowe*, 14 W. R. 197; *Ex parte Godden, Re Shettle*, 11 W. R. 158; *Ex parte Smith, Re Smith*, 10 L. T. 551; *Re Stark*, 14 W. R. 255. The question was opened by Mr. Peachey, on the affirmative side, and by Mr. Young, LL.B., on the negative side, and, upon being put by the president, was decided in the affirmative.

MANCHESTER STATISTICAL SOCIETY.

The ordinary meeting of the members of the Manchester Statistical Society was held last week, at the Clarence Hotel; Mr. D. Chadwick in the chair.

TRIBUNALS OF COMMERCE.

Dr. Pankhurst read a paper upon "Local Courts and Tribunals of Commerce," in which he observed that to bring justice home to men's doors, and then administer it with efficiency, economy, and despatch, had been the aim of the philosophic jurist, and constituted one great end of the English constitution. The history of local judicatures was full of instruction. The Romans left much of their law and many of their institutions, especially those of a municipal order involving the theory of local self-government and judicature. The Saxons associated with the urban system of the Romans a rural system of their own. The principle of providing regular, fixed, and frequent opportunities to deliberate and do justice, and the division of boroughs into wards, and shires into hundreds and tythings, gave rise to the following system of courts:—The Court Baron or Town Court or Hall-mote, meeting generally monthly; the Hundred Court (the trithings or lathes being a conjunction of three or four hundreds), the Shire-reeves turn, corresponding to the Borough-mote, meeting twice a year; the County Court, held monthly. The last heard appeals from all inferior jurisdictions, and the King's court was mainly viewed as a tribunal of appeal. From the centralising influence of the Conquest, from the establishment of justices in eyre, from the habit of being guided by rule and precedent and other similar agents, there sprang, at the expense, amongst other things, of local self-government and judicature, a national unity, a common legal constitution, with one law and one mode of administration. The ends for which local courts had been surrendered being now accomplished, it was time to restore them, and there existed much material for rebuilding the ancient system. The state of the domestic courts of the city of London and other places illustrated the benefits of local justice. In the county of Lancaster there were to be found the remains of a complete system of local judicature, and the already considerable business of the five important palatinate courts would be very greatly increased by a wise reform in their constitution and jurisdiction. What was wanted throughout the kingdom was a clear, direct, and constitutional provision for the local administration of justice, provided by local courts of plenary jurisdiction, legal and equitable, constantly accessible, and presided over by efficient, well-paid, resident judges, supported by adequate administrative machinery. Such courts should be invested with all necessary authority to give effect to their processes and judgments. For the settlement of matters of economical usage the local judicatures might be invested with the following incidents:—1. The amplest power to hear and decide issues without pleading.* 2. Authority to direct that any matter of fact connected with the customs of merchants might be referred to the arbitrament of a chamber of commerce or other commercial body. 3. Provision for referring to an officer of the court cases which litigants might consent to submit to his decision. A precedent for the principle of the second incident—which, however, an efficient local court would render really unnecessary—might be found in the Roman formulary system. A system of justice considered as proceeding according to fixed rules should be characterised by the following qualities:—1. The rule should be certain, easily ascertained, and readily applied. 2. The procedure should be simple and scientific. 3. The administration should be local, speedy, and economical. A digest of the law, statute, and case was much needed, and upon a scientific digest, in association with a fusion of law and equity, it would be possible to base a scientific code. That should be done in 1866 for local judicatures which was done in 1835 for municipal government in general. Local judicatures should be, wherever possible, restored; wherever expedient consolidated; wherever necessary created; but everywhere power and efficiency should be given to the great principle of the local administration of justice. The limitation of jurisdiction might be removed by giving the plaintiff the option of proceeding in the local or superior court, with power for the defendant to move the matter on cause shown, or proceeding in the local courts might be in all cases required. The jurisdiction of the judges of assize might be turned into one of appeal and new trial, the original jurisdiction being reserved for exceptional cases. The superior courts, besides other functions, would compete with the local courts for public confidence. In early times the municipalities and districts possessed complete provision for the local administration of justice, which had been partially sacrificed in the interests of an early national unity. The price, though great, was not too much. National unity cost France a despotism. She paid the Revolution for the Code.

The claim was, the same law for all, but applied to each in the place where each dwelt; which obtained, then the earliest and best distinction of the Englishman would be his last and highest—that he was a member of one free nation, with one equal law uniformly, impartially, and locally administered.

A discussion followed, which was ultimately adjourned for a fortnight.

* 10 Sol. Jour. 502.

OBITUARY.

ROBERT STANTON, Esq.

We regret to record the sudden death of Mr. Robert Stanton, Clerk of the Process, who expired at his residence on Saturday night, the 24th of February, 1866, at the age of seventy-two years.

Mr. Stanton was a native born Canadian, and fought bravely in the war of 1812, by the side of his old friends, the late Chief Justice Robinson, Chief Justice McLean, and others, most of whom have now passed away. He distinguished himself at the battle of Queenston Heights, and was subsequently taken prisoner on the capture of York, now Toronto,

* How an "issue" could be obtained "without pleading" perhaps Dr. Pankhurst knows. The whole profession in Ireland has been trying for the last thirteen years to solve this very problem, and has hitherto failed so miserably in the attempt, that Mr. O'Hagan's Common Law Bill of 1861 proposed to restore the system.—ED. S. J.

by the forces under General Pike. At the time of the Rebellion of 1837, he again turned out in defence of his country.

He was much respected by his many friends. We, as well as others, will be sorry to miss his pleasant face and hearty greeting from his cosy little office in the north-east corner of Osgoode Hall.—*Upper Canada Law Journal.*

LORD GLENELG.

We have to announce the death of Charles Grant, Lord Glenelg, who many years since held a conspicuous position amongst the statesmen of this country. Born at Kidderpore, in the presidency of Bengal, in 1783, he was brought in early life to England, and was entered at Magdalene College, Cambridge, having had amongst his college contemporaries the late Vice-Chancellor Shadwell, Sir Robert Grant, afterwards Governor-General of Bombay; Lord Canterbury, late Speaker of the House of Commons; Dr. Stanley, late Bishop of Norwich; Dr. Sumner, late Archbishop of Canterbury; Dr. Tatham, late Master of St. John's; and the present Duke of Northumberland. He took his B.A. in 1801, when he was fourth wrangler, the senior wrangler of the year being the Rev. Henry Martyn, the well known Indian missionary, between whom and Mr. Grant a close intimacy existed. He was Chancellor's Medallist in 1801, and member's prizeman in the same year, in conjunction with Henry Martyn. In 1807 he was called to the bar by the Hon. Society of Lincoln's-inn. In 1813 he was appointed a Lord of the Treasury, under Lord Liverpool's Government, and this position he held until 1819, when he was appointed Chief Secretary for Ireland. In 1823 he was transferred to the vice-presidency of the Board of Trade, and on Mr. Canning becoming Prime Minister in 1827, was advanced to the presidentship. In 1830 he was President of the Board of Control, under Earl Grey's administration, an office which he held until 1834, when Lord Melbourne appointed him Secretary of State for the colonies. This appointment he held until January, 1839, when he was succeeded by Lord John Russell. In 1835, while colonial secretary, he was raised to the peerage. The last time he took any leading part in public affairs was on the discussion of the life peerages question in the House of Lords, when he proposed to refer the question to the judges, which was negatived. He died on Thursday, 26th ult. There is no successor to the title.

THE HON. JUDGE HARGREAVE.

(From the *Athenæum.*)

Charles James Hargreave, eminent both as a lawyer and a mathematician, died at Dublin on the 23rd instant. He can hardly have been more than forty-six years of age. He was educated at University College, where he was student in 1836-38, and from whence he graduated at the University of London; he was afterwards called to the bar, and was (1843-49) Professor of Jurisprudence in his old college. At the bar he acquired the reputation of a sound equity lawyer, and was selected as one of the Commissioners of Landed Estates in Ireland, a post which gave him the title of judge when the Court was permanently constituted. He died of the results of brain fever, brought on, it is too much to be feared, by intense application to a mathematical subject presently to be mentioned. As a judge he was highly respected; he was of diminutive height, so short, indeed, that, though not what would be called a dwarf, his stature might have stood in his way if he had not had a very decided force of talent and a conquering energy of character.

As long ago as 1841 Mr. Hargreave gave the Royal Society a very remarkable paper on the attraction of a fluid body; he afterwards (1848) gained the Royal Medal for a paper on differential equations. We shall not dwell on these and other proofs of mathematical success; our space will be better employed in giving a few words to the mathematical speculation which employed the last months of his life. We grieve to think that the first announcement of what must be, on any supposition, a very remarkable paper, should be made in an obituary notice.

It is well known that Abel, Rowan Hamilton, and others, are generally supposed to have settled the well-worn question of the equation of the fifth degree, or *quintic*. No doubt they have established that it is impossible to construct an algebraic function of five independent values, and five only. It has always been held that the third degree has been fully solved. Hargreave observed, what many others must have done without the thought striking out consequences, that the solution of the third degree stands on a very different footing from that of the second. In Cardan's *formula*, it is not a cubic which is definitely solved, but three associated cubics which have their solutions associated in a function of nine values. Following up this hint, Hargreave endeavoured to find five associated quintics, of which the roots should be associated in an expression of twenty-five values. In this he firmly believed he succeeded; and we are glad to say that the pamphlet in which his speculation is set forth has been left by him fully printed, and ready for circulation. We have not mastered the details, but we have entered into it so far as to see that the question of its accuracy or inaccuracy is one of common algebraical work. It will give the few algebraists who are fit to approach the task a tight job. The publication, to our knowledge, was delayed only by the author's desire to consult another mathematician, whose verdict was that the line taken was very remarkable, and that, right or wrong, the publication would be very useful. Should the question be decided in his favour, his name will be a household word in algebra.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

Easter Term, 1866.

Nathaniel Nathan, Esq, I. T., certificate of honour.

Lincoln's-inn :—

Charles Meeking, jun., Conrad Goodridge Howell, Marcus Martin, jun., George Curtis Price, William Henry Allcard, John Armine Willis, Arthur Raymond Kirby, John Davies Davenport, John Batten, jun., and William George Tanner, Esqs.

Inner Temple :—

Philip Kent, Thomas Witter Jackson, Henry Scott Gresley, Henry Smith Wright, Henry Thomas Gillson, Edward Ferdinand Pellew, Henry Hardcastle, Charles George Milnes Gaskell, Reginald Dickinson, Louis Diston Powles, Boyd Montgomerie Maurice Ranking, William Driffield, Richard Corney Grain, Edward Wollaston Stanton, and Henry Rudd, Esqs.

Middle Temple :—

John Watton Teevan, Denis Maurice O'Conor, David Louis Landale, Samuel Butler Provis, John Edge, Ange Edmond De Lapeyre, John Lascelles, Charles Wentworth Dilke, William Marsh Harvey, John Dickinson, Ambrose Sutton, Joseph William Lowthorpe-Green, and Henry Eugéne Desmarais, Esqs.

Gray's-inn :—

James Sheppard Scott, Esq.

CANDIDATES WHO PASSED THE FINAL EXAMINATION.

Easter Term, 1866.

Names of Candidates.	To whom Articled, Assigned, &c.
Aspland, John Lees, B.A. ...	Chas. Alfred Swinburne.
Atkinson, Wm. Adair.....	John Clayton.
Badham, Richard Leslie Stowell	Geo. Wm. R. Wainwright
Barker, Theodore	Fredk. Thos. Hall.
Barret, Morton	Joseph Morton Barret.
Bishop, Wm. Henry	Fredk. Bishop; M. F. Blakiston.
Bricknell, Christopher Thos.	W. A. Stuckey; Richd. Halliday.
Burrell, Benj. Robertshaw ...	Thos. Simpson.
Chadwick, Samuel Joseph ...	Benj. Chadwick.
Charles, Daniel.....	Thos. Robinson.
Cheesman, Walter	James Tassell.
Chorlton, Thos.	Thos. Goad Blain.
Cottam, Chas. Beaumont ...	Edwd. Poole.
Cullimore, John	Thos. Crossman.
Cutler, Chas. Richd.	Wm. Weall.
Davis, Edmd. Francis.....	Jas. P. Davis; Edwd. Lawrance.
Deverell, John Croft, B.A....	Francis Jas. Ridsdale; Wm. M. Walters.
Donner, James	Edwin Hough.
Dyson, Henry Thos.	Wm. Urwin.
Eastburn, Wm.	Wm. Smith; Thos. Constable.
Emanuel, Joel	Wm. Hickman; Chas. Jas. Abbott.

Name of Candidate.	To whom articled, assigned, &c.
England, Geo., jun.	Geo. England.
Everett, Isaac Edwd.	Thos. Southall.
Gee, Geo. Edwd.	John Cutts.
Gell, Alfred Freeman	Jas. Albert Freeman.
Gidley, Bartholomew Chas., M.A.	John Gidley; Robt. Wm. Head.
Harris, David	Wm. Robt. Wilkinson.
Harris, Richd.	Henry Vallance.
Heelis, James	Stephen Heelis.
Hewitt, John	Edmd. Ward.
Howlett, Arthur	Fras. Jno. Howlett; Walter M. Wilkinson.
Jesson, Richd. Henry	Jno. H. Thursfield; E. P. De Gex.
Kershaw, James	Robt. D. Darbishire.
Knocker, Wm. Wheatley	Edwd. N. Knocker.
Landick, Alfred	Thos. Edwd. Drake.
Lawson, Geo. Stephenson	John Robinson.
Lawton, Geo.	M. Kidd; John E. Hill.
Loxley, John Thos.	Edmd. Baxter.
Lumb, Harold	Richd. Duke.
Mabane, Thos. Grieves	Robt. Wheldon.
Martin, Joseph	Edwd. Henry Pace.
Mathews, Jas. A. Staverton.	Wm. Henry Bennett.
Moore, Walter Edwd.	Jas. Wm. H. Richardson.
Mourilyan, Edmd. Jno. Thos. Judge	Daniel Boys.
Needham, Frith	Joseph Needham.
Newall, Samuel Arthur	Edmd. Harris.
Nodder, Geo.	Jas. Wells Taylor.
Oliver, Wm. Henry	Wm. Elliott Oliver.
Palmer, Geo.	Wm. Clarke.
Parker, Robert	Henry Blake Miller.
Passingham, Augustus Anwyl	Thos. Helps.
Peele, Richardson	Richd. Thompson.
Poole, Arthur Chas.	Wm. Hugh Myers.
Porter, James Neville	Jas. Campbell Rowley.
Potter, Geo. Gybbon	John Potter.
Raimondi, Llewelyn Willoughby	Willoughby Raimondi.
Raine, Wm.	Joseph Dodds.
Raper, Wm. Augustus	Chas. Hy. Binsteed; E. Lee Rowcliffe.
Roberts, Alfred Wm.	Thos. Roberts; Wm. Roberts.
Seymour, Edwd.	E. John Bristow.
Smith, Chas. Sebastian	Chas. Smith.
Smith, Henry Lakin, B.A.	Wm. John Beale.
Sowton, Wm. Sturch	Hy. Caunter: Hy. Sowton; C. Lamb.
Spencer, Wm. Henry	John Hensman.
Talbot, Chas. Henry, B.A.	Chas. E. Mathews.
Tatham, Percy Chas. French	M. Jno. Tatham; Henry W. Purkis.
Thompson, John Grundy	Henry Thompson.
Turner, John	John Peter Fearon.
Vincent, Louis Philip	Henry Chas. Chilton.
Walker, Fredk.	Thos. Cousins.
Walker, James	Wm. Strickland Cookson.
Walker, Wm.	David Henry Stone.
Wells, Arthur Alliott, LL.B.	Arthur Wells.
Wells, Chas. Hugh	Jonathan Rogers Powell.
White, Thos. Lewis	John Morgan.
Williams, Harry Saml., M.A.	Wm. Hughes Brabant.
Windeatt, Thos. White	Wm. F. Windeatt; Fras. B. Cuming.
Woolsey, John Wesley	Joseph Nowell.

COURT PAPERS.

CHANCERY VACATION NOTICE.

During the Whitsun vacation all applications to the Court of Chancery, which are of an urgent nature, are to be made to or at the chambers of the Vice-Chancellor Sir William Page Wood.

All applications *ex parte* are to be sent to the Vice-Chancellor Wood, by book post or parcel, prepaid, accompanied with the brief of counsel indorsed with the terms of the order applied for, and an envelope capable of receiving the papers to be returned, with sufficient stamps affixed thereon, and addressed as follows:—"To the Registrar in vacation, Chancery Registrar's Office, Chancery-lane, London, W.C."

On applications for injunctions or writs of *ne exeat regno*, there must be sent, in addition to the above, a copy of the bill, a certificate of bill filed, and office copies of the affidavits in support of the application.

The papers sent to the Vice-Chancellor, with any order his Honour may make thereon, will be returned direct to the Registrar.

All applications for leave to give notice of motion only may be made to the Chief Clerk at chambers.

The Vice-Chancellor's address can be obtained on application at his Honour's chambers, 11, New-square, Lincoln's-inn.

All parcels to the Vice-Chancellor on Saturdays are, whenever practicable, to be sent by the earliest train, and to be directed "to be delivered immediately."

The chambers of the Vice-Chancellor Wood will be open on the 11th, 15th, 16th, 17th, and 18th May, 1866, from eleven till one o'clock.

ORDER IN CHANCERY.

HER MAJESTY'S BIRTHDAY.

Whereas by the 5th of the Consolidated Orders of this Court, rule 6, it is provided that the Lord Chancellor may, from time to time, by special order, direct the offices to be closed on days other than those mentioned in the 1st rule of the said Order; and whereas Saturday, the 26th day of May, has been appointed for the celebration of her Majesty's birthday, and such event has been heretofore observed as a general holiday in the several offices of this Court, his Lordship doth, therefore, order that the several offices of this Court be closed on Saturday, the 26th day of May, and that this order be entered and set up in the several offices of this Court. (Signed) CRANWORTH, C.

QUEEN'S BENCH.

This Court will, on Wednesday, the 9th, and Thursday, the 10th May, inst., hold sittings, and will proceed in disposing of the cases in the new trial, the special, and Crown papers, and any other matters then pending, and will give judgment in cases then standing for judgment.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir ALEXANDER EDMUND COCKBURN, Bart., Lord Chief Justice of her Majesty's Court of Queen's Bench, in and after Trinity Term, 1866.

IN TERM.

Middlesex.

Wednesday	May 23	Monday	June 4
Monday	,, 28		

There will not be any sittings during Term in London.

AFTER TERM.

Middlesex.		London.	
Wednesday	June 13	Wednesday	June 27

The Court will sit at 10 o'clock every day.

COMMON PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir WILLIAM ERLE, Knt., Lord Chief Justice of her Majesty's Court of Common Pleas, at Westminster, in and after Trinity Term, 1866.

IN TERM.

Middlesex.

Wednesday	May 23	Tuesday	June 5
Tuesday	,, 29		

The Court will not sit in London during Term.

AFTER TERM.

Middlesex.		London.	
Wednesday	June 13	Monday	June 25

The Court will sit during and after Term at 10 o'clock.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir FREDERICK POLLOCK, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, in and after Trinity Term, 1866.

IN TERM.

Middlesex.

Wednesday	May 23	Monday	June 4
Monday,	,, 28		

The Court will not sit in London during Term.

AFTER TERM.

Middlesex.	London.
Wednesday .....June 13	Monday.....June 25

The Court will sit during and after Term at 10 o'clock.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, May 3, 1866.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 86⅛	Annuities, April, '85
Ditto for Account, May 9, 86⅞	1 o. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 84⅛	Ex Bills, £1000, 3 per Ct. — dis
New 3 per Cent., 84⅜	Ditto, £500, Do. 4 dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do. 4 dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5½ per
Do. 5 per Cent., Jan. '73 —	Ct. (last half-year) 244
Annuities, Jan. '80 —	Ditto for Account, —

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 —	Ind. Enf. Pr., 5 p C., Jan. '72 101¼
Ditto for Account, 210	Ditto, 5½ per Cent, May, '79 —
Ditto 5 per Cent., July, '70, 105	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88	Do. Do., 5 per Cent., Aug. '66
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000, 15 pm
Ditto Enfaced Ppr., 4 per Cent. —	Ditto, ditto, under £1000, — pm

RAILWAY STOCK.

Shares	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter ...	100	92
Stock	Caledonian	100	128
Stock	Glasgow and South-Western	100	115
Stock	Great Eastern Ordinary Stock	100	40
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	123
Stock	Do., A Stock*	100	137½
Stock	Great Southern and Western of Ireland	100	92
Stock	Great Western—Original	100	57¼
Stock	Do., West Midland—Oxford...	100	40
Stock	Do., do.—Newport	100	36
Stock	Lancashire and Yorkshire	100	121
Stock	London, Brighton, and South Coast	100	97
Stock	London, Chatham, and Dover	100	28
Stock	London and North-Western	100	120¾
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	63
Stock	Metropolitan	100	133
10	Do., New	£4:10	3½ pm
Stock	Midland	100	123¼
Stock	Do., Birmingham and Derby	100	94
Stock	North British	100	57
Stock	North London	100	124
10	Do., 1864	5	7
Stock	North Staffordshire	100	76
Stock	Scottish Central	100	151
Stock	South Devon	100	50
Stock	South-Eastern	100	73½
Stock	Taff Vale	100	143
10	Do., C	3	3 pm
Stock	Vale of Neath	100	103
Stock	West Cornwall	100	54

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday evening.

At the usual weekly court to-day, the Bank directors raised the *minimum* rate of discount from 6, at which it has stood from the 15th of March, to 7 per cent. This step had been anticipated, so that the effect was scarcely appreciable. As the value of money rates higher with us than on continental bourses, it is hoped the export of specie will discontinue.

The several discount establishments have raised their rate of interest on money at call, and it now stands generally at 5 per cent; for seven and fourteen days the rates are 5½ and 6 per cent.

The joint-stock banks have also increased the rate for money on deposit to 5 per cent., with the exception of the London and Westminster, which only allows 4 per cent. on amounts below £500.

The English Stock market is firmer; and, in some instances, foreign funds have improved. There is, however, a general feeling of distrust, owing to complications on the continent, and prices have in consequence been on the decline for some time.

The railway market, both English and foreign, is quiet, and fluctuations are unimportant.

The effect of the collapse of the Joint-Stock Discount Company is still felt, and finance and discount companies' shares have a drooping tendency. In many instances the most unfounded rumours are circulated, and timid holders are led to throw their shares upon the market, which in some measure accounts for the prevalent depression.

At a meeting of the creditors of Messrs. Pinto, Perez, & Co., it was resolved that the winding-up should not be in bankruptcy, but under the deed of assignment.

In the House of Commons this evening, the Chancellor of the Exchequer stated the national debt of Prussia to be £43,000,000; Holland, £85,000,000; Russia, £279,000,000; Austria, £316,000,000; France, £400,000,000; Italy, £152,000,000; Spain, £145,000,000; Portugal, £33,000,000; Turkey, £51,000,000; America, £200,000,000; Great Britain, on 31st March, 1866, £798,909,000, being a decrease in seven years of £25,025,000.

TRIAL BY JURY.—A meeting of members of Parliament and others in favour of the "Bill to Explain the Act for Divorce and Matrimonial Causes, 1857," and the "Legitimacy Declaration Act, 1858," was held at the rooms of the Social Science Association, in the Adelphi, on Tuesday—Mr. G. W. Hastings in the chair. The bill declaratory of the right of trial by jury on petition for dissolution of marriage, and in all petitions under the Legitimacy Declaration Act, has been introduced by Mr. Thomas Chambers, Q.C., and is now awaitng second reading on Tuesday, the 8th. The meeting was unanimous in support of the measure, and of the inalienable right of trial by jury in all such cases.

THE POWER OF THE PRESS.—An amusing blunder was made in an early edition of one of the morning papers in the report of Mr. Gladstone's peroration on Saturday morning. The fine passage commencing—"Time is on our side" was made to read, "*tin* is on our side."

INDIGNANT VIRGINIA.—The *Richmond Examiner* says "the epoch of our self-abasement" has arrived, and lifts up its voice in lamentations as follows:—"From this unnatural collocation there springs a keen sense of contamination to all in whose veins pulses the true Caucasian blood, and the personal insult is merged in the indignity offered to the whole race. O Tempora! O mores! How rapidly we degenerate! It does not take our oldest citizen to recollect the day when no man would have dared to affront this community in so flagrant a manner." All this agony of despair is occasioned by the publication in the *Richmond Times*, a paper almost as radically Southern as the *Examiner* itself, of an announcement of the marriage of two coloured persons in the same column with other notices of the kind. The high-toned journal continues at much length in the same strain with the passage above quoted, pronouncing the insertion of the notice among the announcements of white marriages "a species of miscegenation," "disgusting beyond expression," a "revolting association," an "immeasureable outrage," with many more epithets of the same sort.—*Boston Advertiser.*

QUID PRO QUO.—A physician of an acrimonious disposition, and having a thorough hatred of lawyers, reproached a barrister with the use of phrases utterly unintelligible. "For example," said he, "I never could understand what you lawyers mean by docking an entail." "That is very likely," says the lawyer, "but I will explain it to you; it is doing what you doctors never consent to—suffering a recovery."

ESTATE EXCHANGE REPORT.

AT GARRAWAY'S.

April 24.—By Messrs. DANIEL CADNIN & SONS.

Freehold estate, comprising the following residences, Nos. 120 and 121, Great Suffolk-street, Southwark, and Nos. 6 to 16, William-street, estimated annual value £200—Sold for £2,520.

Freehold estate, comprising the following residences and buildings, viz., 1 and 1a to 5, William-street, Southwark, also Nos. 38 to 41, Lant-street, also the Bluecoat Boy tavern, in Lant-street, also Nos. 4 to 7, Little Suffolk-street, also the Rodney Arms tavern, Little Suffolk-street, and a house in the rear, timber shed, timber yard, &c., estimated annual value £100—Sold for £5,450.

Freehold estate, comprising the following residences and buildings, viz., Nos. 1 to 6, John-street, Southwark, and a cottage adjoining, also Nos. 9 and 10, Rodney-street, also Nos. 43 to 47, Lant-street, also Nos. 24 to 29, William-street, estimated annual value £500—Sold for £5,200.

Freehold estate, comprising the following residences and buildings, viz., Nos. 1 to 15, John street, Southwark, also Nos. 1 and 2, Rodney-street, also Nos. 122 to 126, Great Suffolk-street, also the Skinners' Arms tavern, Great Suffolk-street, also Nos. 15 to 23, William-street, also Nos. 1 to 3, Taylor's-buildings, estimated annual value £650—Sold for £650—Sold for £7,100.

Freehold residence, being No. 52, Fleet-street, City—Sold for £4,710.

By Messrs. J. J. CLEMMANS & SON.

Leasehold house and shop, being No. 1, Quadrant-grove, Malden-road, Kentish Town, term 92 years unexpired, at £5 5s. per annum—Sold for £200.

April 25.—By Messrs. EDWIN FOX & BOUSFIELD.

The interest of the Holyford Copper Mining Company, in the mineral lands of Racfadda, comprising 837 acres in the parish of Toom, Tipperary, Ireland, and the interest of the Company in the buildings, plant, and machinery &c; term 21 years from 1862 at a royalty of one-sixteenth—Sold for £1,100.

Copyhold house and garden, situate in High-street, Hoddesdon, let at £24 per annum—Sold for £250.

April 26.—By Messrs. Toplis & Roberts.

Leasehold business premises, being No. 50, Wigmore-street, Cavendish-square, producing £190 per annum; term, 41 years unexpired, at £40 per annum—Sold for £1,070.

Freehold plot of building land, at Friern, Barnet, containing 14a 0r 22p—Sold for £6,400.

Freehold plot of building land, at Friern, Barnet, containing 3a 1r 24p—Sold for £1,070.

Freehold plot of building land, at Friern, Barnet, containing 5a 1r 27p—Sold for £1,630.

Freehold estate, comprising 2 houses, being Nos. 19 and 20, Castle-street, Leicester-square, and 12, Cecil-court; let at £120 per annum—Sold for £1,800.

Copyhold plot of building land, situate in North-road, Highgate, and 2 cottages opposite, producing £42 per annum, also a tenement in Townshend's-yard, High street, Highgate—Sold for £1,430.

May 1.—By Messrs. Kemp.

Leasehold residence, being No. 37, Gordon-square; term, 57 years unexpired, at £33 10s. per annum—Sold for £1,400.

Freehold residence, being No. 33, Albert-street, Regent's-park; let at £55 per annum—Sold for £910.

Freehold house, being No. 10, Queen-street, Soho; let at £40 per annum—Sold for £750.

Leasehold residence, being No. 117, Stanhope-street, Regent's-park; let at £45 per annum; term, 96 years from 1843, at £5 per annum—Sold for £610.

AT THE LONDON TAVERN.

April 24.—By Messrs. Debenham, Tewson, & Farmer.

Freehold premises, being Nos. 22 to 24, Aldersgate-street, City, occupying an area of about 2,450 square feet—Sold for £8,500.

Leasehold, 8 houses being Nos. 1 to 8, Sutherland-terrace, Park-road, Peckham, producing £117 per annum; term 192½ years unexpired, at £10 10s per annum—Sold for £1,180

Freehold plot of building land, situate at Kingston-on-Thames, Surrey—Sold for £100.

Freehold plot of building land in Hope-avenue, Kingston-on-Thames, Surrey—Sold for £200.

April 27.—By Messrs. Norton & Trist

Leasehold house, being No. 5, Bloomfield-street, Moorfields; term, 59 years from 1818, at £13 per annum—Sold for £3,750.

May 2.—By Messrs. Fuller & Horsey.

Freehold estate, situate in Fieldgate-street, Whitechapel, comprising a sugar refinery, house, offices, and cottage, producing £356 per annum—Sold for £5,100.

May 3.—By Messrs. F. & R. Vigers.

Freehold house, being No. 38, New Bridge-street, Blackfriars—Sold for £8,000.

Freehold house and premises known as the Star and Garter Beer-house, Old Gravel-lane—Sold for £1,060.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GEORGE—On April 30, at Belgrave-terrace, Peckham, the wife of T. S. George, Esq., Solicitor, of a daughter.

INNES—On April 24, at Caithness, N. B., the wife of F. S. B. Innes, Esq., Barrister-at-Law, of a son.

KOE—On April 30, at Hampton Wick, the wife of R. P. Koe, Esq., of the Chancery Registration Office, of a son.

PORTER—On April 29, the wife of R. Porter, Esq., Solicitor, Ipswich, of a son.

SOWTON—On April 23, at Guilford-street, Russell square, the wife of H. Sowton, Esq., Solicitor, Great James-street, of a daughter.

MARRIAGES.

MACAULEY—POLLOCK—On March 20, at Moultan, C. E. Macauley, Esq., Lieutenant and Adjutant of the 11th Bengal Lancers, son of the Rev. J. Macauley, Rector of Aldingham, and grandson of the late Zachary Macauley, Esq., to Frederica J., daughter of the Right Hon. Sir Frederick Pollock, the Lord Chief Baron.

MARSHALL—POLLOCK—At the same time and place as the above, C. H. T. Marshall, Esq., Assistant-Commissioner, son of the late Rev. W. K. Marshall, Vicar of Wagby, Lincolnshire, to Laura F., another daughter of the above.

MURRAY—BENNETT—On April 24, at St. Luke's, Holloway, James R. Murray, Esq., Shepherd's Bush, to Margaret A., daughter of J. Bennett, Esq, Solicitor, Serjeant's-inn, Temple.

DEATHS.

ADDISON—On April 27, at Alfred place West, James, son of the late C. G. Addison, Esq., Barrister-at-Law.

BAILY—On April 24, at Winchester, C. Baily, Esq, Solicitor, Town Clerk and Clerk of the Peace of the City of Winchester

CRAVEN—On April 28, at Fulham, C. D Craven, Esq., Barrister-at-Law, and Captain 5th Regiment West York Militia, aged 37.

DOUGLAS—On Dec. 29, G. Douglas, Esq., Chief Magistrate and Commissioner for the District of Bathurst, New South Wales, aged 46.

DUBOIS—On April 23, at Sutherland-place, Bayswater, Elizabeth M., wife of C. Dubois, Esq., Barrister-at-Law.

JONES—On April 28, at Hastings, Thomas W. W., son of the late F. J. W. Jones, Esq., Barrister-at-Law, Inner Temple, J.P., and Deputy-Lieutenant of the County of Carnarvon.

KNIGHT-BRUCE—On April 27, Lady Knight-Bruce, wife of Lord Justice Knight-Bruce.

SOWTON—On April 26, at Guilford-street, Margaret, the infant daughter of Henry Sowton, Esq., Solicitor.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Browne, Walter Wilson, College-street, College-hill, Builder. One Dividend on the sum of £1,756 New £3 per Cent. Annuities—Claimed by said W. W. Browne.

Couper, Ramsay Hamilton, and Henry Edward Couper, both of Lowndes-square, Gentlemen. £27 8s. 4d. Consolidated £3 per Cent. Annuities—Claimed by said R. H. Couper, and H. E. Couper.

Goodman, Samuel, Brewers'-green, Westminster, Cowkeeper. £300 New £3 per Cent. Annuities—Claimed by said S. Goodman.

Hall, Colonel Jasper T., Biebrick, Germany, and Francis G. D. Acland, a minor. £49 7s. 8d. Consolidated £3 per Cent. Annuities—Claimed by said F. G. D. Acland (now of age), the survivor.

Haslewood, Louisa Fanny, Smarden, Kent, Spinster, Rev. Frederick Fitzherbert Haslewood, of the same place, Clerk, and Rev. Henry Samuel Foyster, Hastings, Sussex, Clerk. £114 5s. 9d. Consolidated £3 per Cent. Annuities—Claimed by said Rev. F. F. Haslewood, and Louisa F. Blake, the survivors.

France, William, Mercer, Henry Hawkins, Silversmith, Francis Toms, Cabinet-Maker, and William Evans, Mercer, Plymouth, deceased. £100 Reduced £3 per Cent. Annuities—Claimed by H. Hawkins, the administrator, with will annexed of H. Hawkins, deceased, the survivor.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, April 27, 1866.

Limited in Chancery.

Barned's Banking Company (Limited).—Petition for winding-up, presented April 27, directed to be heard before the Master of the Rolls on May 7. Freshfields & Newman, solicitors for the petitioners. James Edward Coleman, Tokenhouse-yard, and Harmood Walcott Banner, Liverpool, provisional joint official liquidators.

Hill Pottery Company (Limited).—Creditors are required, on or before May 29, to send their names and addresses, and the particulars of their debts or claims, to Edward Hart, 57, Moorgate-st. Monday, June 18 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Railway Finance Company (Limited).—Petition for winding-up, presented April 23, directed to be heard before the Master of the Rolls on May 5. Lewis & Lewis, Ely-pl, Holborn, solicitors for the petitioner.

Unlimited in Chancery.

South Durham and North York Permanent Benefit Building Society.—Order to wind-up, made by the Master of the Rolls on April 21. Hollings & Co, Gray's-inn.

Ventnor Harbour Company.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick Whinney, 5, Serle-st, Lincoln's-inn-fields. Friday, June 22 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Tuesday, May 1, 1866.

Limited in Chancery.

Bethell's Patent Coke Company (Limited).—Creditors are required, on or before May 18, to send their names and addresses, and the particulars of their debts or claims, to Frederick Whinney, 5, Serle-st, Lincoln's-inn, official liquidator. Friday, May 25 at 3, is appointed for hearing and adjudicating upon the debts and claims.

Contract Corporation (Limited).—Order to wind up, made by the Master of the Rolls, dated April 23. Abrahams, Gresham-st Bank, solicitor for the petitioner.

Freen & Company (Limited).—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims, to George Scott, 2, Bond-ct. Walbrook, official liquidator. Tuesday, June 12 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Glucose Sugar and Colouring Company (Limited).—Creditors are required, on or before May 21, to send their names and addresses, and the particulars of their debts or claims, to Thomas Rayson and John Edmund Burningham Curtis, 9, Booth-st, Spitalfields. Monday, May 28 at 2, is appointed for hearing and adjudicating upon the debts and claims.

International Photo-Sculpture Company (Limited).—Order to wind-up, made by the Master of the Rolls, dated April 21. Tatham & Son, Old Broad-st, solicitors for the petitioner.

Imperi l Agency Company (Limited).—Order to wind-up, made by Vice-Chancellor Wood, dated April 21. Ryan, Lincoln's-inn-fields, solicitor for the petitioner.

Llanrwst Slate Slab Quarry Company (Limited).—Creditors are required, on or before May 29, to send their names and addresses to Robert Palmer Harding, 3, Bank-buildings, Lothbury, official liquidator. Tuesday, June 19 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Ramsgate Victoria Hotel Company (Limited).—Petition for winding-up, presented April 26, directed to be heard before the Master of the Rolls on the first petition day in Trinity Term. Lindo & Sons, Moorgate-st, solicitors for the petitioners.

Friendly Societies Dissolved.

Friday, April 27, 1866.

Fifth Friendly Society for Women, Dartmouth, Devon. April 19.

Tuesday, May 1, 1866.

Cross Keys Friendly Society, Cross Keys Inn, Goodrich, Hereford. April 27.

New Friendly Society, Miners Arms, Minsterley, Salop. April 21.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, April 27, 1866.

Capes, Mary, Prince's-st, Stepney, Widow. May 12. Mullinder v Gifford, V. C. Stuart.

Draper, Joshua, Bethnal-green, Gent. May 28. Draper v Drax, M. R.

Sanger, John Hill Melton, Bishopsnympton, Devon, Gent. May 23. Turner v Sanger, V. C. Wood.

Travis, Wm, Thorpe Salvin, York, Lime Merchant. May 25. Morrison v Travis, V. C. Kindersley.

Atkin, Wm, & Wm Atkin, jun, Newcastle-upon-Tyne, House Carpenters. Pet March 29. Newcastle, May 12 at 10. Hoyle, Newcastle-upon-Tyne.
Ault, Saml, Handsworth, Stafford. Waggoner. Pet April 23. Birm, May 11 at 10. Collis & Ure, Birm.
Bass, Chas, Whitchurch, Salop, Draper. Pet April 23. Whitchurch, May 7 at 10. Clay, Whitchurch.
Bentley, Thos Hartley, Wortley, Leeds, Commercial Traveller. Pet April 25. May 7 at 11. Cariss & Tempest, Leeds.
Billing, John Ily, Longsight, Manchester, Surgeon. Pet April 23. Manchester, May 10 at 12. Slater & Barling, Manchester.
Brabin, Eliz, Newcastle-under-Lyme, Draper. Pet April 21. Newcastle-under-Lyme, May 12 at 11. Litchfield, Newcastle-under-Lyme.
Brooks, John, Cockey Moor, Ainsworth, nr Bury, Lancaster, Job Dealer. Pet April 11. Manch, May 10 at 11. Boot & Rylance, Manch.
Burrows, Hy, Prisoner for Debt, Manch. Pet April 19 (for pau). Manch, May 10 at 9.30. Gardner, Manch.
Cardwell, Thos, Prisoner for Debt, Lancaster. Pet April 16 (for pau). Lancaster, May 11 at 12 Gardner, Manch.
Chantler, Saml, Newcastle-upon-Tyne, Journeyman Engine Fitter. Pet April 24. Newcastle, May 12 at 10. Clavering, Newcastle-upon-Tyne.
Chamberlain, Chas, Prisoner for Debt, Norwich. Adj April 13. Eye, May 7 at 11. Culley, Norwich.
Cooper, John, Prisoner for Debt, Lancaster. Pet April 16 (for pau). Lancaster, May 11 at 12. Gardner, Manch.
Cumby, Perry, Norton Subcourse, Norfolk, Butcher. Pet April 23. Beccles. May 10 at 12. Diver. Gt Yarmouth.
Davies, Wm, Llanfiangel Croyddin, Cardigan. Pet April 20. Aberystwith, May 15 at 9. Hughes, Aberystwith.
Day, John, Newcastle-upon-Tyne, Merchant's Clerk. Pet April 23. Newcastle, May 12 at 10. Bush, Newcastle-upon-Tyne.
Easom, Jas, Old Basford, Nottingham, Journeyman Bleacher. Pet April 24. Nottingham, May 23 at 11. Ashwell, Nottingham.
Edgelly, Wm, Nantwich, Chester. Journeyman Tinman. Pet April 24. Nantwich, May 10 at 10. Jones, Nantwich.
English, Thos, Sunderland, Durham, Grocer. Pet April 25. Newcastle-upon-Tyne, May 11 at 11. Bell, Sunderland.
Evan, John, Aberystwith, Cardigan, Auctioneer. Pet March 21. Aberystwith, May 15 at 9. Hughes, Aberystwith.
Eyre, John, Westwood, Oxford, out of business. Pet April 23. Thame, May 8 at 11. Clark, Aylesbury.
Grainger, Jas, Oxford, Assistant to a Fancy Goods Repository. Pet April 23. Oxford, May 11 at 10. Thompson, Oxford.
Hadrill, Chas, Prisoner for Debt, Warwick. Adj April 21. Birm, May 9 at 12. James & Griffin, Birm.
Hawksworth, Robt Stansfield, Bradford, York, Wine and Spirit Merchant. Pet April 17. Leeds, May 7 at 11. Smith & Hopps, Leeds.
Hawkin, Chas, Portsea, Hants, Dealer in Provisions. Pet April 23. Portsmouth, May 12 at 11. Stening, Portsea.
Higginson, Francis, Brighton, Retired Commander R.N. Adj April 18. Brighton, May 14 at 11. Mills, Brighton.
Howard, Jas, Prisoner for Debt, Lancaster. Adj April 17. Manch, May 8 at 11.
Jennings, Jas, Birm, Brass Caster. Pet April 23. Birm, May 11 at 10. Sargent, Birm.
Kennedy, Rachel, Pontypool, Monmouth, Innkeeper. Pet April 21. Pontypool, May 7 at 11. Lloyd, Pontypool.
Lockwood, Tom, Holbeck, nr Leeds, Cloth Manufacturer. Pet April 24. Leeds, May 7 at 11. Harle, Leeds.
Maddock, Wm, New Radford, Nottingham, Lace Maker. Pet April 24. Nottingham May 23 at 11 Smith, Nottingham.
Noke, Walter Wm, Kingswinford, Stafford, Carpenter, Pet April 23. Stourbridge May 11 at 10. Maltby, Stourbridge.
Perring, Fredk Geo, Coventry, out of business. Pet April 25. Birm, May 11 at 12. James & Griffin, Birm.
Pitt, Jane Eliza, Birm, out of business. Pet April 23. Birm, May 11 at 12. Smith, Birm.
Power, Jas, Pembrey, Carmarthen, Farmer. Pet April 23. Llanelly, May 17 at 12. Jones, Llanelly.
Quincey, John, Bardney, Lincoln, Contractor. Pet April 24. Leeds, May 16 at 12. Toynbee & Larken, Lincoln.
Redman, Joseph, Halifax, York, Boot and Shoe Maker. Pet April 23. Todmorden, May 8 at 11. Storey.
Reynolds, Howell, Aberdare, Glamorgan, out of business. Adj April 11. Cardiff May 9 at 11.
Wharton, Thos Robinson, Barnard Castle, Durham, Publican. Pet April 23. Barnard Castle, May 11 at 11. Nixon, Barnard Castle.
Rollason, Wm, Birm, Manager to a Tin Plate Worker. Pet April 23. Birm, May 9 at 12. East, Birm.
Rose, Geo, Brotton, York, Grocer. Pet April 23. Stokesley, May 8 at 10. Dobson, Middlesbrough.
Routledge, Adam, jun, Carlisle, Cumberland, Watchmaker. Pet April 24. Carlisle, May 11 at 11. Wannop, Carlisle.
Sanderson, John, Durham, out of business. Pet April 23. Newcastle-upon-Tyne, May 9 at 12. Harle & Co, Newcastle-upon-Tyne.
Scott, John Wm, Portsmouth, Hants, Dealer in Boots. Pet April 23. Portsmouth, May 12 at 11. White, Portsea.
Smetham, Thos, Swansea, Glamorgan, Licensed Victualler. Pet April 3. Swansea, May 9 at 2. Morris, Swansea.
Smith, John, Birm, Shoemaker. Pet April 24. Birm, May 11 at 10. Sargent, Birm.
Smith, Chas Milthorpe, Birstal, York, Grocer. Pet April 23. Leeds, May 10 at 11. Bond & Barwick, Leeds.
Singleton, Edwd, Huddersfield, York, Weaver. Pet April 17. Holmfirth, May 21 at 10. Booth, Holmfirth.
Stringer, John, Kingswinford, Stafford, Bundler of Iron. Pet April 25. Stourbridge, May 11 at 10. Burberry, Stourbridge.
Taylor, Thos Jas, Prisoner for Debt, Lancaster. Adj March 28. Lpool, May 14 at 11.
Thorneycroft, Thos, Chesterton, Miner. Pet April 24. Newcastle-under-Lyme, May 12 at 11. Brown, Newcastle-under-Lyme.
Wadey, Fredk, Brighton, Tailor. Pet April 21. Brighton, May 10 at 11. Lamb, Brighton.
Webber, Simon, Birm, Clothier. Pet April 13 (for pau). Warwick, May 11 at 10.
Wilde, Wm, Middle, Salop, Butcher. Pet April 24. Shrewsbury, May 12 at 11. Davies, Shrewsbury.
Williams, John, Ruardean, Gloucester, Tailor. Pet April 23. Ross, May 3 at 12. Minett, Ross.
Williams, Chas, Llanfynfelin, Cardigan. Pet April 19. Aberystwith, May 15 at 9. Hughes, Aberystwith.
Woolland, Eliza Bedford Finch, Brimpton, Berks, Domestic Servant. Pet April 20. Newbury. May 2 at 1. Brown, Basinghall-st.

TUESDAY, May 1, 1866.

To Surrender in London.

Austin, Geo, Princes-st, Leicester-sq, Barman. Pet April 28. May 22 at 1. Swan, Gt Knight Ryder-st.
Banes, Geo, Shacklewell-lane, Hankney, House Decorator. Pet April 28. May 21 at 2. Hutson, Upper Clifton st, Finsbury.
Baxter, Edwd, Anchor-ter, Mawbey-rd, Old Kent-rd. Pet April 23. May 23 at 1. Cooper, St Martin's-lane.
Burrows, Robt Thos, Westbourne-pk-pl, Paddington, Surgeon. Pet April 23. May 23 at 12. Rhodes, Church-ct, Clement's-lane.
Burkitt, Thos, Chalk Farm-rd, Camden-town, House Decorator. Pet April 26. May 21 at 12. Reed, Guildhall chambers.
Coe, Chas, Union-st, Borough, Ironmonger. Pet April 27. May 21 at 12. Goldrick, Strand.
Cronin, John, Fetter-lane, out of business. Pet April 28. May 22 at 1. Durant, Guildhall-chambers.
Dudley, Robt, Medina-rd, Seven Sisters'-rd, Holloway, Drover. Pet April 24. May 23 at 1. Dobie, Guildhall-chambers, Basinghall-st.
Forman, Geo, Mark-lane, Merchant. Pet April 27. May 22 at 1. Bell, Abchurch lane.
Grötecke, Hy, Queen's-row, Pimlico. Pet April 28. May 22 at 1. Buchanan, Basinghall-st.
Havill, Joseph, Cirencester st, Paddington, Plasterer. Pet April 27. May 22 at 12. Wilding, Tichborne-st, Edgware-rd.
Hitchcock, Wm, Prisoner for Debt, London. Pet April 24 (for pau). May 22 at 1. Dobie, Guildhall-chambers, Basinghall-st.
Humphrey, Jas, Red Lion passage, Red Lion-sq, Tailor. Pet April 26. May 22 at 12. Holland, Gt Knight Rider-st, Doctors'-commons.
Mitchell, Thos Aaron, Upper Park-st, Greenwich, Dissenting Minister. Pet April 28. May 22 at 1. Gammon, Cloak-lane.
Overall, Geo Fredk, Prisoner for Debt, London. Pet April 26 (for pau). May 22 at 1. Dobie, Guildhall-chambers, Basinghall-st.
Poland, John, Prisoner for Debt, London. Pet April 25 (for pau). May 21 at 12. Munday, Essex-st, Strand.
Reynell, Chas Mason, Romford, Essex, Machinist. Pet April 24. May 23 at 2. Rickards & Walker, Lincoln's-inn-fields.
Strong, Jas, Prisoner for Debt, London. Adj April 21. May 21 at 2.
West, John, Horton rd, Richmond-rd, Dalston, out of business. Pet April 26. May 22 at 12. Wells, Basinghall-st.
Williams, John Wm, Turner's rd, Mile-end, Journeyman Lighterman. Pet April 27. May 21 at 1. Wood & Ring, Basinghall-st.

To Surrender in the Country.

Armstrong, Geo, Newcastle-upon-Tyne, Beerhouse Keeper. Pet April 28. Newcastle, May 17 at 10. Hoyle, Newcastle-upon-Tyne.
Ashworth, Thos, Prisoner for Debt, Lancaster. Adj April 18. Manch, May 15 at 11.
Atkinson, Wm, Prisoner for Debt, York. Pet April 20. York, May 3 at 10. Terry & Watson, Bradford.
Booth, Geo Edwd, & Joseph Norbury Brown, Manch, Grey Cloth Agents. Pet April 26. Manch, May 11 at 11. Gardner, Manch.
Burgess, Wm, Newark-upon-Trent, Nottingham, Labourer. Pet April 25. Newark, May 9 at 12. Ashley, Newark.
Brickwell, Jas Campbell, Prisoner for Debt, Walton. Adj April 18. Lpool, May 14 at 11.
Brook, John, Hanley, Stafford, Butcher. Pet April 27. Hanley, May 19 at 11. Tomkinson, Burslem.
Copleston, John, Prisoner for Debt, Maidstone. Adj April 18. Maidstone, May 10 at 11.
Cormack, Geo, Birm, Glass Manufacturer. Pet April 23. Birm, May 11 at 10. Parry, Birm.
Craven, Hiram, Bradford, York, Builder. Pet April 26. Bradford, May 11 at 10. Hill, Bradford.
Debus, Martin, Kingston-upon-Hull, Licensed Victualler. Pet April 18. Leeds, May 16 at 12. Hudson & Noble, Hull.
Douglas, Wm, Bishop Auckland, Durham, Potatoe Merchant. Pet April 25. Bishop Auckland, May 12 at 11. Thornton, Bishop Auckland
Ezard, Chas, Middlesbrough, York, Fruiterer's Assistant. Pet April 25. Stockton-on-Tees, May 9 at 11. Simpson, Middlesbrough.
Fidler, Isaac, Ipsden, Oxford, Boot Maker. Pet April 23. Wallingford, May 11 at 12. Smith, Reading.
Fisher, John, Prisoner for Debt, Stafford. Pet April 30. Birm, May 18 at 12. Benton, Birm.
Fletcher, Hy, Birm, Cab Proprietor. Pet April 26. Birm, May 11 at 10. Hawkes, Birm.
Fletcher, Geo, Everton, nr Lpool, Boot Manufacturer. Pet April 27. Lpool, May 15 at 3. Henry, Lpool.
Greenwood, Jas, Burnley, Lancaster, Journeyman Tallow Chandler. Pet April 26. Burnley, May 10 at 3. Nowell, Burnley.
Greves, Arthur, Warwick, Furniture Dealer. Pet April 30. Birm, May 16 at 12. Hodgson & Son, Birm.
Grundy, Hy, & Richd Spencer Grundy, Burton-upon-Trent, Stafford, Carriers. Pet April 30. Birm, May 16 at 12. Hodgson & Son, Birm.
Hall, Edwin, Birm, Coach Painter. Pet April 27. Birm, May 11 at 10. Robinson, Birm.
Hamlyn, Thos, Torquay, Devon, Grocer. Pet April 23. Exeter, May 11 at 12. Hooper, Torquay.
Horby, Wm, Donington, Lincoln, Innkeeper. Pet April 27. Spalding, May 15 at 9.30. York, Boston.
Jackson, Hy, West Bromwich, Stafford, Attorney-at-Law. Pet April 27. Birm, May 11 at 12. Duignan & Co, Walsall.
Jones, Wm Palmer, Birm, Gun Finisher. Pet April 27. Birm, May 11 at 10. Parry, Birm.
Lambel, Thos, Launceston, Cornwall, Tea Dealer. Pet April 23. Launceston, May 8 at 11. Peter, Launceston.
Levett, Jas Adshead, jun, Birm, Labourer. Pet April 26. Birm, May 11 at 10. Duke, Birm.

Mackeon, John, Lpool, Packing-case Manufacturer. Pet April 27. Lpool, May 15 at 2.30. Henry, Lpool.
Maddison, Anel, Irthlingborough, Northampton, Tailor. Pet April 26. Wellingborough, May 16 at 11. White, Northampton.
Mawdsley, Thos, Seaforth, Lancaster, Grocer. Pet April 25. Lpool, May 14 at 11. Richardson & Co, Lpool.
Milnes, John, Ashford, Derby, Butcher. Pet April 17. Bakewell, May 8 at 11. Wheatcroft, Wirksworth.
Morgan, Cleaton, John, Jarrow, Durham, Draper. Pet April 23. Newcastle-upon-Tyne, May 16 at 12. Hoyle, Newcastle-upon-Tyne.
Oldershaw, Wm, Heanor, Derby, Builder. Pet April 28. Birm, May 15 at 11. Smith, Derby.
Parry, Owen, Bangor, Carnarvon, Publican. Pet April 26. Lpool, May 11 at 12. Evans & Co, Lpool.
Peacock, John, Birkenhead, Chester, Bookkeeper. Pet April 19. Birkenhead, May 8 at 12. Anderson, Birkenhead.
Robson, Jas, Houghton-le-Spring, Durham, Grocer. Pet April 26. Newcastle-upon-Tyne, May 18 at 12. Eglinton, Sunderland.
Rutter, Chas, Hanley, Stafford, Milkseller. Pet April 26. Hanley, May 19 at 11. Tennant, Hanley.
Rydill, Wm, Dewsbury, York, Tin Plate Worker. Pet April 27. Dewsbury, May 11 at 12. Harle, Leeds.
Serjeant, Wm, Coventry, Farmer. Pet April 30. Birm, May 18 at 12. James & Griffin, Birm.
Shaw, Thos, Prisoner for Debt, Manch. Adj April 17. Salford, May 12 at 9.30.
Sidgwick, Joseph, Middridge, Durham, Miller. Adj April 23. Bishop Auckland, May 12 at 10. Brignall, Durham.
Smith, Jas, Dudley, Worcester, Travelling Draper. Pet April 27. Birm, May 14 at 12. Ebsworth, Wednesbury.
Spalding, John, Birm, Attorney's Clerk. Pet April 21. Birm, May 11 at 10. Wright, Birm.
Thomas, Richd, Leominster, Hereford, Currier. Pet April 28. Birm, May 14 at 12. James, Birm.
Walker, John, Burslem, Stafford, Cratemaker. Pet April 28. Hanley, May 19 at 11. Tomkinson, Burslem.
Ware, Geo, Manch, Baker. Pet April 28. Salford, May 12 at 9.30. Gardner, Manch.
Williams, Anne, Prisoner for Debt, Cardiff. Adj April 11. Neath, May 14 at 11. Kempthorne, Neath.
Woodward, Geo, Prisoner for Debt, Manch. Adj April 6. Manch, May 29 at 9.30.
Woolley, Alf Jenks, Dudley, Worcester, Licensed Victualler. Pet April 25. Dudley, May 11 at 11. Stokes, Dudley.

BANKRUPTCIES ANNULLED.

FRIDAY, April 27, 1866.

Homes, Wm Hy, Leather-lane, Holborn, Boot Manufacturer. April 25.
Scruton, Chas, Norwich, Gent. April 25.
Waite, Percival John, Mincing-lane, Merchant. April 26.
Whitehead, Robt, Oldham, Lancaster, Hay Dealer. April 19.

TUESDAY, May 1, 1866.

Kempe, Alf Arrow, Slough, Bucks, Clerk in Holy Orders. April 25.